



● ● ● Specializing in Mobile Communication

Product Warranty

Revision 4.0
December 20th, 2017



QRC Product Warranty

This Product Warranty Agreement (“Agreement”) is between the original purchasing party (“Customer”) and QRC, Inc. (“QRC”)

I. Definitions

“Product” means a specific product produced by QRC® and sold to Customer. A product generally consists of physical hardware and licensed software.

“Software” means the actual copy of all or any portion of the final commercial release(s) of QRC proprietary technology, computer software code, documentation, components, dynamic link libraries, and programs delivered on any media, whether provided in source, object, or executable format(s) inclusive of backups, updates, or upgrades supplied under this agreement.

“Hardware” means the physical and electrical components of QRC proprietary technology and documentation delivered on any media, whether provided physically, printed, or electronically inclusive of backups, updates, or upgrades supplied under this agreement.

“Kit” means the main system and its accompanying components that make up the final deliverable provided by QRC, inclusive of power adapters, cabling, data cards and/or drives, printed materials, carrying case.

“Warranty Period” means the period of time beginning on the customer’s receipt at initial designated shipping location of covered product and continuing for a period of 12 months thereafter, unless a different period is specifically stated in the invoice and/or other similar document.

“RMA” stands for “Return Merchandise Authorization” and is a number issued by QRC after discussion with the customer on issue(s) requiring service and agreement that return to the factory is the best course of action. A RMA number is required before any system is returned to QRC for service.

II. Term

The term of this agreement shall begin on receipt of the product by customer and shall continue for a period equal to the Warranty Period defined above.

III. Product Support and Warranty

QRC will support the Software and Hardware for the Warranty Period.

Software support will apply only to unmodified software and to commercially release updated version of the Software. Software support is provided only for the hardware as originally configured by QRC or updated at QRC’s instructions following documented upgrade procedures. Customer is responsible for making or arranging for restoration to

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serviceable configuration, which may include restoring the product to its “as shipped” condition.

Hardware and Kit support will apply only to unmodified components, or components modified under the instructions provided by QRC using documented upgrade procedures. Customer is responsible for making any alterations to restore a non-standard system to an updatable condition, which may include restoring the product to its “as shipped” condition.

The warranty covers Software critical bugs and/or deficiencies. QRC shall push out to Customer software patches to address any such items. These specifically exclude major Software upgrades/revisions and any new software features (these are covered under an optional Maintenance Agreement).

The warranty covers repair of Hardware manufacturing defects. This coverage specifically excludes damage to the Hardware from negligent or aggressive handling and/or treatment of the product.

Upgrade and/or service provided under this agreement will not reset the Warranty Term, which will still expire based on the original reception date of the equipment being covered.

This warranty specifically excludes addition of features that are purchased as paid add-ons to the product (e.g., additional protocols, advanced suites of capabilities) not purchased as part of the original system or subsequently.

Warranty service requiring returning the equipment to QRC is provided via QRC’s RMA process. Systems returned without a RMA number clearly marked both on the shipping label as well as on a document included inside of any shipping container may not be serviced.

All costs associated with returning the product back to QRC for service under this Warranty Agreement shall be borne by the Customer. All costs associated with returning the product after being serviced back to the Customer shall be borne by QRC.

This agreement is coincident, overlaps, and supersedes any other warranty or service agreement in place between QRC and the Customer with regards to the covered product(s).

QRC Customer Support can be reached at
Telephone: 540 446-2270 option 3
Fax: 540 548-4080

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Email: qrc_support@qrctech.com
Web: www.QrcTech.com

Hours: 9am to 5pm Eastern Time (Monday – Friday excluding US Gov't
Holidays)

IV.Limitation of Liability and Remedy

QRC will use commercially reasonable efforts to provide corrections or work-around solutions for any errors reported and determined to be in the product, its documentation, software, hardware, and/or kit at no cost to the license for the term of this agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, QRC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFREINGEMENT. QRC DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION, HARDWARE, AND OR KIT WILL ME LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITITES CAN OR WILL BE CORRECTED.

If QRC fails to fulfill its obligations under this agreement, customer's sole remedy is the right to terminate this agreement immediately for the affected product.

IN NO EVENT SHALL QRC BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOST OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OF USE OF THE PRODUCT. HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT QRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

V.License

Warranty is provided subject to the terms and conditions of the then current "QRC Software and Data Products End User License Agreement". Customer may only use the type and number of copies of the Software, data, and documentation for which the appropriate license fees have been paid to QRC and in accordance with the "QRC Software and Data Products End User License Agreement".

Customer may assign the rights granted hereunder to a different organization, but only by first alerting QRC to the new holder of the Agreement including Name, Address, and Contact Information, and receiving an acknowledgement from QRC that the change in ownership has been processed. Service is only assured for the party on record as being the product's owner. In no case shall any change as to ownership of this warranty change the physical product, software, kit, and/or documentation to which it applies.

VI.Applicable Laws

The laws of the Commonwealth of Virginia and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this agreement.

VII.Entire Agreement

This agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties related to such subject matter. Any modification(s) or amendment(s) to this agreement must be in writing and signed by an authorized representative of each party.

VIII.Consent of Both Parties

Coverage of shipped products by this warranty is automatic. Customer by accepting product delivery implies agreement with all terms and conditions of QRC's standard Warranty agreement (this document) on the date of sale unless modified by both parties in writing prior to delivery of covered systems.