

Warranty and Support Guarantee

Warranty. JoeScan Inc. (“JoeScan”) warrants to its Customer, subject to the conditions and limitations set forth herein, that JS-20, JS-25, and JS-50 scanners manufactured by JoeScan (“Product”), shall be free from defects in material and workmanship substantially affecting the performance of the product for a period of five (5) years from the original date (“Warranty Period”) of shipment from JoeScan. “Customer” means the original purchaser of new Product from JoeScan or an authorized reseller. In the event of a defect covered by this warranty, JoeScan will, at its sole option and discretion, repair or replace the Product with scanner(s) JoeScan deems to be functionally equivalent to or have enhanced capabilities which exceed the original Product. Equipment may bear cosmetic blemishes that do not affect performance. This warranty is only available if:

1. JoeScan is notified in writing within thirty (30) days of discovering the defect.
2. The Product is returned to JoeScan’s facility with an RMA number, and transportation charges prepaid, within the Warranty Period.
3. JoeScan’s inspection shows, in JoeScan’s sole satisfaction, that the Product was originally shipped with a defect in material or workmanship.
4. The Customer has paid the entire purchase price or any other payment due to JoeScan.
5. The Product was used solely at the original installation location, except as JoeScan may otherwise approve in writing in its sole discretion.

What is not covered. This Warranty applies only to the hardware of the Product itself and not the Product’s software or firmware which are subject to the terms of the applicable Software End-User License Agreement. JoeScan makes no warranty, express or implied, including but not limited to, circumstances where the Product is:

1. Integrated with Systems or Sub-systems manufactured by firms other than JoeScan.
2. Repaired, worked on, or altered by persons not authorized by JoeScan.
3. Returned in a condition other than clean and well-packaged.
4. Misused, mishandled, worn out, depreciated, neglected, damaged, abused, or misapplied.
5. Not connected, installed, used, stored, maintained or adjusted in a manner consistent with the Product’s standard operating procedures, its specified operating or storage environment, or other criteria set forth in JoeScan’s technical documentation and operating manuals.

Limitation of Liability. The warranty for repair or replacement of the Product is the sole and exclusive remedy under this warranty for any loss, damage, or claim involving or related to the performance of the Product and is in lieu of all other representations, warranties and covenants, whether written, oral or implied. JoeScan shall not be liable for, and Customer assumes all risk of, any advice or failure to provide advice by JoeScan to Customer regarding the Product or Customer's use of the same. EXCEPT AS EXPLICITLY STATED HEREIN, JOESCAN EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH LOCAL, STATE, OR FEDERAL LAWS. This is the entire and complete Warranty. JoeScan's employees, agents and representatives have no authority to give any warranties or guarantees on behalf of JoeScan.

Product Returns. To initiate a Product return, Customer must obtain a Return Merchandise Authorization ("RMA") from JoeScan. The RMA request form is available on JoeScan's website at www.joescan.com. This form must be filled out completely and submitted to JoeScan before JoeScan will authorize any RMA. If the RMA request is approved, the Product must be returned with transportation charges prepaid by Customer to JoeScan. The risk of loss of the Products shipped or delivered to JoeScan for repair or replacement will be borne by Customer. In the event that the Product or part thereof are determined to be covered by the terms of the Warranty program, JoeScan will cover, at JoeScan's discretion, repair or replacement costs and pay return shipping costs to Customer using a carrier selected by JoeScan in its sole discretion. In the event that Customer requests or seeks expedited shipping, Customer shall pay the price increase for expedited processing and service. Further, all importation costs associated with the repair or replacement, including but not limited to, brokerage fees, landing charges, duties, taxes, and storage fees shall be paid by the Customer. Customer shall pay for all transportation and export costs for parts returned for repair or exchange. Any repair or replacement shall not extend the Warranty Period. If a returned Product still operates within specification, JoeScan will notify Customer and return the Product at Customer's expense. In these cases, at JoeScan's discretion, a charge may be applied for inspection and examination.

Support Guarantee. JoeScan will provide technical assistance and product repair services (“Support”) at Customer’s expense for a period of ten (10) years from the Product’s original date of shipment (“Support Period”). During the Support Period, JoeScan will make commercially reasonable efforts to maintain sufficient parts, service capabilities and technical expertise to Support the Product. If JoeScan is unable to provide Support for the Product, JoeScan will replace the Product with a replacement scanner that JoeScan deems in its sole discretion to have equivalent or enhanced capabilities.

Governing Law and Arbitration. This Warranty and any warranty claims in connection with it shall be solely governed by the internal substantive laws of the State of Washington, without regard to principles of conflict of laws, and resolved solely by confidential, binding arbitration using the rules of the Arbitration Service of Portland using an arbitrator selected by the Chief Superior Court Judge located in Clark County, WA. The parties shall abide by and perform any award rendered by the arbitrator. No class actions are permitted and neither party shall be entitled to attorneys’ fees. Neither party shall be liable to the other party for any delay or inability to perform to the extent that such delay or inability to perform was caused by commercial impracticability. Performance shall resume promptly once the cause of delay or inability to perform ceases and an equitable adjustment shall be made to the schedule, if applicable.