



# LIMITED PRODUCT WARRANTY

## FOR ALL BRETTFORD PRODUCTS SOLD AFTER JUNE 1, 2020

Bretford Manufacturing, Inc.<sup>®</sup> (“Bretford”) designs and manufactures its products to provide dependable operation. Therefore, Bretford warrants to you, the end-use purchaser, that all products it manufactures shall, under their normal intended use in accordance with Bretford published guidelines, be free from defects in material or workmanship for a period of seven (7) years, except as specifically set forth on Schedule A. The warranty period commences on the documented date of purchase, or if such documentation is not provided, then on the date of manufacture. Any product which under its normal intended use fails to function within the warranty period and is found defective in material or workmanship by Bretford, will at the option of Bretford be either repaired or replaced with the same or a functionally equivalent product without charge to you. To the extent permissible, this Limited Warranty is governed by and shall be construed under, the laws of the State of Illinois, and is not assignable.

### **Bretford Customization Services**

Products developed by Bretford Customization Services (BCS) will have the warranty period set forth in the applicable Statement of Work (“SOW”) and will follow the warranty terms set forth in this Limited Warranty unless otherwise specified in the SOW.

### **Warranty – Not Covered**

This Limited Warranty does not cover product misuse, abuse, any cosmetic damage, nor normal wear and tear. Bretford is not responsible for damage arising from failure to follow instructions, user guides, and other guidelines relating to the product’s intended use. Bretford is not responsible for injury or loss caused by or associated with the installation and/or use of product in any manner other than in strict conformance with the instructions set forth in its installation manuals, supplemental assembly and installation instructions, technical bulletins and/or product literature. Bretford must be immediately advised in writing of any personal injury resulting from the use of its products.

In addition, Bretford does not warrant damages or defects to its products under the following conditions: (a) an Act of God, (b) unauthorized service or repair of the products, (c) damage from electrical power problems, (d) usage of parts or components not supplied by Bretford, (e) unauthorized changes/alterations to the Bretford product, (e) shipping damage (other than original shipment from Bretford if covered in the purchase order), (f) failure to perform preventative maintenance, or (g) damage caused by peripherals or software, vandalism or from other external sources.

All Bretford software is covered by this Limited Warranty for the warranty period set forth on Schedule A. This Limited Warranty is not applicable to: (a) the integration of a Bretford product or software into customer devices not tested or recommended for use; or (b) integration of any Bretford products or software with any third-party software. Bretford does not represent that software operation will be uninterrupted or error free.

### **Procedures for Warranty Repairs or Replacements**

In the event that Bretford determines that a product defect is covered under this Limited Warranty, Bretford, at its sole discretion, shall either replace or repair the product. In such cases the labor costs associated with the repair of the product will be the responsibility of Bretford, provided that you follow these procedures. Bretford may direct you to return the product to Bretford for repair services or replacement, may arrange for on-site repair, or may direct you

to a third party for the repairs. You must receive pre-approval by Bretford for the labor costs prior to repair of products under warranty. You must contact Bretford to obtain a Return Material Authorization (RMA) number for any product returned for service or replacement. An RMA number may be obtained by contacting Bretford Customer Experience online or by telephone within your specific region. Contact information is available on the Bretford website [bretford.com](http://bretford.com) and as set forth below. Performance of any repair or replacement of a product under this Limited Warranty does not renew or extend the warranty period.

### **Non-warranty Repair**

Products can become damaged or in need of repair through no fault of workmanship or material. Bretford Customer Experience will attempt to assist customers, resellers or installer/integrators with possible solutions to product repairs not covered by this Limited Warranty. Repairs or replacements on products not covered by this Limited Warranty carry a 90 day limited warranty effective upon receipt or upon installation when the product is returned to service, subject to the terms hereof.

### **Warranty Limitations**

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE GREATEST EXTENT ALLOWED BY LAW, BRETTFORD MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-INTERFERENCE. BRETTFORD DOES NOT WARRANT THAT YOUR USE OF THE BRETTFORD PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD, TO THE GREATEST EXTENT ALLOWED BY LAW. THIS LIMITED WARRANTY IS SUBJECT TO CHANGE WITHOUT NOTIFICATION, AND MAY NOT BE MODIFIED BY ANYONE OTHER THAN BRETTFORD.

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRETTFORD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT, OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCT.

FOR CONSUMERS: SOME STATES (OR COUNTRIES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES (OR COUNTRIES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Making Warranty Claims

Warranty claims should be processed by the end customer contacting the Bretford Customer Experience. Prior to contacting Bretford, please have ready the model number of the unit you are submitting for a claim and the serial number. The model number can be found on the Bretford label attached to the product



Sample Warranty Sticker

*Model numbers can be found on the Bretford label on the underside of the product, on the warranty sticker.*

## Bretford Customer Experience

Bretford Customer Experience can be contacted in one of the following ways:

**Email:** [customerservice@bretford.com](mailto:customerservice@bretford.com)

**Phone:** +1-847-678-2545

**US Toll Free Phone:** +1-800-521-9614

**Website:** [bretford.com/contact](http://bretford.com/contact)

Additional Legal Rights for Consumers. If you acquired a Bretford product for personal family or household purposes, then as a “Consumer” these additional provisions apply to you:

- This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State (or by Province, Country or Jurisdiction for international consumers).
- Any rights under applicable consumer protection laws for the location in which you purchased your Bretford product or where you now reside, are in addition to your rights herein.

## For Non-US Consumers

Please See the attached Schedule B for additional or differing terms that may apply.

**Schedule A**  
**Exceptions to Standard Warranty Periods**

Custom work-per applicable Statement of Work

One (1) Year:

- Speakers and Switches
- Gas Shock Assemblies
- Locking Components in TechGuard® Charging Locker
- Juice® Mobile Power products and accessories
- Lightning and USB-C Cable Packs

Three (3) years:

- PowerSync® Pro
  - PSPROTRAY10L
  - PSPROTRAY20M
  - PSPROTRAY20S

Four (4) Years

- HB717LL/A
- HGVA2LL/A
- HM962LL/A
- HKWH2LL/A
- HKWJ2LL/A
- HKWK2LL/A

Eight (8) Years

- HKPX2VC/A
- HKPY2VC/A
- HKPZ2VC/A
- HN9B2LL/A
- HN9C2LL/A
- HN9D2LL/A
- HE405LL/B
- HE406LL/B
- HE407LL/B
- HGFM2LL/A
- HGFN2LL/A
- HGFP2LL/A
- HGFQ2LL/A
- HB717LL/A
- HC817LL/A

## **Schedule B** **International Consumers**

If you acquired your Bretford product in one of the following countries or regions, the following terms may apply:

### **Canada**

#### **How Consumer Law Relates to this Limited Warranty**

The Bretford Limited Warranty gives you specific legal rights, and you may have other rights that vary from Province to Province. Other than as permitted by law, Bretford does not exclude, limit or suspend other rights you may have, including those that may arise from the nonconformity of a sales contract. For a full understanding of your rights you should consult the laws of your Province. Residents of Quebec are governed by that province's consumer protection legislation.

#### **Warranty Limitations Subject to Consumer Law**

Applicable to all of Canada, except Quebec: To the extent permitted by law, this Limited Warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Bretford disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, Bretford limits the duration and remedies of such warranties to the duration of this express warranty and, at Bretford's option, the repair or replacement services described below. Some provinces do not allow limitations on how long an implied warranty (or condition) may last, so the limitation described above may not apply to you.

### **Consumers in the European Union**

The Bretford Limited Warranty is a voluntary warranty. It provides rights that are independent of and in addition to the consumer protection laws of the country of purchase. Consumers have the right to request service under either the Bretford Limited Warranty or under applicable consumer protection laws. However, the terms of the Bretford Limited Warranty do not apply to claims under such statutory consumer protection laws. These consumer protection laws also include, but are not limited to the following country specific laws:

- **Austria**- If a product is defective, consumers can in particular exercise the rights under §§ 922 ff. of the Austrian General Civil Code.
- **Belgium**- In the event of a defective product, consumers are entitled to free repair or replacement, by the seller, of products that do not comply with the sales contract within two years of the delivery date (Articles 1641 to 1649, and 1649bis to 1649octies from Belgian Civil Code).
- **Czech Republic**- In the case of a defective product, customers may file a complaint

against the seller in accordance with section 2165 and others of Act No. 89/2012 Coll. Civil Code.

- **France-** Notwithstanding the Limited Warranty, Bretford remains in all cases responsible for the applicable legal warranty and, in particular, Bretford is responsible (i) for any lack of conformity stipulated in Articles L. 211-4 et seq. of the French Consumer Code ("FCC") and (ii) for any hidden defect stipulated in Articles 1641 et seq. of the French Civil Code.

According to Article L. 211-5 of the FCC: "To comply with the contract, the product must:

1. Be suitable for the use normally expected of similar goods and, where applicable:
  - (a) correspond to the description given by the seller and have the qualities that the latter presented to the buyer in the form of a sample or model; and
  - (b) present the qualities that a buyer can legitimately expect in view of the public statements made by the seller, by the manufacturer or by his representative, in particular in advertising or labeling; or
2. Have the characteristics defined by mutual agreement by the parties or be suitable for any special use sought by the buyer, brought to the knowledge of the seller and which the latter has accepted. "

Article L. 211-12 of the FCC provides: "Action resulting from lack of conformity lapses two years after delivery of the goods. "

Article L211-16 of the FCC states: "When the buyer requests from the seller, during the course of the commercial guarantee which has been granted to him during the acquisition or repair of movable property, a delivery in state covered by the warranty, any downtime of at least seven days is added to the duration of the warranty that remained to run. This period runs from the buyer's intervention request or the provision for repair of the goods in question, if this provision is subsequent to the intervention request. "

Regarding the warranty against hidden defects, Article 1641 of the French Civil Code states: "The seller is bound by the warranty due to hidden defects in the thing sold which make it unfit for the use for which it is intended, or which diminish this use so much that the buyer would not have acquired it, or would have given it a lower price, if he had known them. "

The first paragraph of Article 1648 of the French Civil Code provides: "The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect. "

- **Germany-** If a product is defective, consumers can in particular exercise the rights under §§ 434 et seq., 474 et seq. of the German Civil Code as well as Directive

1999/44/EC. .

- **Italy**- Consumers always have the rights provided by the Italian Consumer Code, Legislative Decree n. 206 of 6 September 2005. These complaints are subject to the conditions and requirements imposed by local law.
- **Netherlands**- If a product is defective, consumers can invoke the rights they enjoy under Dutch consumer law, as laid down in the Dutch Civil Code.
- **Poland**- In the case of defective products consumer have rights under the Act of 30 May 2014 on consumer rights and the Act of 23 April 1964, the Civil Code.
- **Portugal**- Consumers may have protection from defective products through Decree Law 84/2008, May 31 among others.
- **Spain**- Consumers may have protection under Law 1/2007 on Consumers' and Users' Rights in certain cases.
- **Switzerland**- For purchases made by consumers in Switzerland, in the event of a defective product from the start, consumers can in particular exercise the rights against a seller, stipulated in Arts. 197 et seq. of the Swiss Code of Obligations (the "Code"), in particular all the rights which you can enjoy as a buyer with respect to a seller in the event of a default present since the start of the property under Arts. 197 et seq. of the Code and all the rights which you may benefit from under the Swiss Product Liability Law.
- **Turkey**- If a product is defective, consumers can benefit from the rights included in the Law No. 6502 on Consumer Protection and the Regulation on Warranty Documents issued in accordance with this law.