



This Agreement contains binding arbitration and jury trial waiver provisions.

T-21 TECHNOLOGIES, LLC LIMITED WARRANTY

This T-21 Technologies, LLC (“T-21”) limited warranty covers your [DESCRIBE HARDWARE] hardware product, along with any accessories received with the hardware product (the “Product”), under normal use conditions, for manufacturing defects or hardware component failures in your Product that are still within the scope of the warranty and the Warranty Period. This limited warranty is for the original owner only and is therefore non-transferable and non-assignable, and is voided when the Product is transferred to another party.

How long is this limited warranty?

This T-21 warranty applies for one (1) year from beginning of the warranty period, as explained below (the “Warranty Period”). If you purchase a new Product directly from T-21, your Warranty Period begins on the earlier of (a) the date you register the product on T-21’s Web site for registration at www.T-21.biz/warranty and (b) the date that is thirty (30) days after shipment from T-21 to you. If you purchase a new Product through a T-21 reseller, your Warranty Period begins on the earlier of (a) the date you register the product on T-21’s Web site for registration at www.T-21.biz/warranty and (b) the date that is sixty (60) days after shipment of the Product from T-21 to the reseller.

What will T-21 do?

T-21 will repair the Product, or if repair is not reasonably possible, replace the Product, if there are manufacturing defects or hardware component failures in your Product. T-21 warrants replacement parts and/or products (which may include new or refurbished parts or units) only until the expiration of the original Warranty Period.

What does this limited warranty not cover?

T-21 does not guarantee that the operation of the Product will be uninterrupted or error free, or that is invulnerable to intrusion or attack. T-21 is not responsible for any compatibility, damage, failure or interoperability issues that arise out of or are related to (a) use of products, software, or options not supported by T-21; (b) use of configurations that are not approved, provided or supported by T-21; (c) parts intended for one system being installed in another system of different make or model; (d) abnormal physical or electrical stress, abuse, misuse, negligence or accidents; (d) fire, floods and spills or other exposure to liquids, external electrical faults, abnormal voltage or any acts of God (such as, but not limited to, lightning), or any other external factor; (e) any alterations, modifications, repair or servicing by any party other than T-21 or its authorized representatives; (f) tampering with the Product by any person, (g) handling, installation, maintenance, storage, testing, transit or use not in accordance with the Product documentation; or (h) third party software or viruses, or software loss or data loss that may occur during repair or replacement.

T-21 will have no warranty obligation with respect to Product hardware that has no defects in materials or workmanship or cosmetic damage. T-21 also has no warranty obligation under this limited warranty with respect to any software or services provided by T-21 in connection with the Product, whether factory loaded on the Product or contained in any accompanying media or download from T-21.

What do I do if I have a problem with the Product?

If you are experiencing a problem with the Product, please contact the T-21 Customer Service team by emailing to support@t-21.biz. If you believe the product is defective and need to make a warranty claim,



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please email warranty@t-21.biz. We will help you troubleshoot your issue and process a replacement if the Product is found to have a manufacturing defect or hardware component failure.

What are the other limitations of this limited warranty?

This limited warranty applies only to the original purchases of new Products from T-21 directly, or through an authorized reseller. This limited warranty is for the original owner only and is therefore non-transferable, non-assignable and is voided when the Product is transferred to another party

Your exclusive remedy, and T-21's sole liability and obligation with respect to any defective Product, is limited to the repair or replacement of such Product as described in this limited warranty. In its absolute and sole discretion, T-21 may use new or refurbished parts or units to meet the conditions of this limited warranty.

This limited warranty also limits your legal rights against T-21, as further described below.

Do any other warranties apply?

THE LIMITED WARRANTY DESCRIBED IN THIS DOCUMENT IS THE SOLE WARRANTY PROVIDED BY T-21 WITH RESPECT TO THE PRODUCT AND ANY SOFTWARE OR SERVICES PROVIDED BY T-21 WITH THE PRODUCT (WHETHER FACTORY LOADED ON THE PRODUCT OR OTHERWISE), AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTIES OF NON-INFRINGEMENT AND/OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

WITHOUT LIMITING THE GENERALITY OF THE ABOVE DISCLAIMERS, T-21 DOES NOT WARRANT ANY SOFTWARE UNDER THIS LIMITED WARRANTY, AND ALL SOFTWARE PROVIDED BY T-21 WITH THE PRODUCT IS PROVIDED "AS IS" AND "WITH ALL FAULTS."

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF CERTAIN IMPLIED WARRANTIES. SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Are there any other limitations on my rights against T-21?

Limitation of Liability

T-21 WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF THE USE OF ANY REVENUE OR PROFITS, LOSS OF USE OF ANY DATA, BUSINESS INTERRUPTIONS, OR ANY CONSEQUENTIAL, ECONOMIC, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR THIRD PARTY DAMAGES INCURRED, EVEN IF T-21 HAS BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY SUCH DAMAGES MAY BE INCURRED, REGARDLESS OF WHETHER LOSSES OR DAMAGES ARISE IN CONTRACT OR TORT (INCLUDING T-21'S OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, IN EQUITY OR LAW. T-21'S TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE, REGARDLESS OF FORM OF ACTION, SHALL NEVER EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT UPON WHICH LIABILITY IS BASED.



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SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

Governing Law

This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state, and jurisdiction to jurisdiction. You agree to all terms of this warranty in the English language. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or the construction and interpretation of this limited warranty. This warranty and all disputes that may arise from it arise out of the sale of a product in interstate commerce and shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in Duval County, Florida for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

Binding Arbitration

For any dispute with T-21, you agree to contact us first by U.S. Mail at T-21 Technologies, LLC, 1365 Grosvenor Square Drive, Jacksonville, Florida 32207, Attention: Warranty Department, and attempt to resolve the dispute with us informally by providing your name, address and contact information and describing the nature of the dispute. In the unlikely event that T-21 has not been able to resolve a dispute within 60 days of your original informal claim (or sooner if, in T-21's opinion a dispute is not likely to be resolved within 60 days), we each agree to resolve any claim, dispute, or controversy (excluding any T-21 claims for injunctive or other equitable relief) arising out of or relating to this limited warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration. Arbitration will be administered by the American Arbitration Association (or its successor, "AAA") in accordance with the AAA's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection in effect at the time of the demand for arbitration, by a sole arbitrator. You and T-21 will cooperate with the AAA and with one another in selecting an arbitrator from the AAA's panel of neutrals, and in scheduling the arbitration proceedings. Any award or final decision rendered pursuant to this arbitration process will be binding and enforceable by any court of competent jurisdiction, and judgment on the award or decision may be entered in any such court. Unless otherwise agreed to in writing by both you and T-21, the arbitration will take place in Jacksonville, Florida. The arbitrator will not be empowered to award a remedy to you beyond those permitted under this limited warranty. The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of T-21's confidential and proprietary information and the negotiations and arbitration proceedings. The arbitrator will follow the "ICDR Guidelines for Arbitrators Concerning Exchanges of Information" in managing and ruling on requests for discovery. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for expert and other witnesses.

Nothing in this section will prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, or other proprietary rights. You may sue under state law in a small claims court of competent jurisdiction without first engaging in arbitration, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.



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Jury Trial Waiver

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND T-21 ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

If any provision or clause in this limited warranty is found to be illegal or unenforceable, that clause will be severed from this agreement and the remainder of the agreement will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the agreement. This limited warranty contains all of the agreements, contracts and understandings among you and T-21 with respect to the matters described herein.