

# FORTRESS TECH DISTRIBUTION LTD.

## One (1) Year Limited Warranty

For products sold on eve-tech.com (“PRODUCT”) Only

IMPORTANT: USING YOUR PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE FORTRESS TECH DISTRIBUTION LTD. (hereinafter referred to as FORTRESS) ONE (1) YEAR LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW.

### 1.THE RELATIONSHIP BETWEEN CONSUMER LAW AND THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY (OR BY REGION). OTHER THAN AS PERMITTED BY LAW, FORTRESS 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 COUNTRY, PROVINCE OR STATE.

### 2.WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS 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. FORTRESS 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, FORTRESS LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT FORTRESS'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME COUNTRIES (REGIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### 3.CUSTOMERS' RIGHTS OF WITHDRAWAL

If you are not satisfied with the products you purchased from eve-tech.com store, you may return the products with the original receipt and original packaging together with all accessories, user guide and any gift items in the package to the address assigned by FORTRESS at your own cost after claiming return within fourteen (14) days of the date of receiving. The Product returned should be in good condition. Fortress has the right to refuse the Product on the ground of damages, scratches or missing accessories. The returned Product which is not in good condition will be sent back to the Consumer at the consumer's expenses.

### 4.ISSUES COVERED BY THIS WARRANTY

(i) The coverage of warranty of Products purchased on eve-tech.com store of 1 year (Warranty Period) starts from the date of delivery and is limited to the following time periods :

- a) Host/ Keyboard: a period of 12 months from the date of delivery.
- b) Accessories: Adaptor, Cable, Dongle, Pen a period of 6 months from the date of delivery.

Unless otherwise specified, this warranty covers the hardware components of the Product as originally supplied and does not cover, or partially covers software, consumable items, or accessories even if packaged or sold together with the Product. This warranty is valid and enforceable within the original country or region of purchase.

(ii) Consumer law in some countries does not permit limitations on the warranty period or on the type of components covered by a warranty, and therefore, the limitations described at point (i) above, for the limitations not in accordance with such laws, may not apply to you;

(iii)The limited warranty only covers product defects caused by workmanship or build materials. To make a claim, present your original Proof of Purchase (invoice), model and serial number of the product, and photo evidence of the product's defects and other information as required by FORTRESS from time to time to Fortress Customer Service;

(iv)Any repair and replacement service covered by warranty, along with shipping and handling, will be free within the corresponding warranty period;

(v) FORTRESS may use rebuilt, reconditioned or new parts and components when repairing any product. Alternatively, we may replace the defective product entirely with a rebuilt, reconditioned or new product.

(vi)If Product is returned to FORTRESS after the expiration of the warranty period, FORTRESS's normal service policies shall apply and Purchaser will be charged accordingly.

a) FORTRESS assumes no obligation or liability beyond that which is expressly provided for in this limited warranty.

b) All warranty information, pricing, product features and specifications are subject to change.

#### 5.ISSUES NOT COVERED BY THIS WARRANTY

This Warranty does not apply to any non-EVE branded hardware product of whom the manufacturers, suppliers, or publishers, other than FORTRESS, may provide their own warranties to you – please contact them for further information. Software distributed by FORTRESS is not covered by this warranty even if packaged or sold with FORTRESS hardware. FORTRESS does not warrant that the operation of the Product will be uninterrupted or error-free.

Software distributed by FORTRESS with or without the FORTRESS (including, but not limited to system software) is not covered by this Warranty. FORTRESS does not warrant that the operation of the Product will be uninterrupted or error-free. FORTRESS is not responsible for damage arising from failure to follow instructions relating to the Product's use.

**This Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to the product of which the seals of the battery are broken and/ or have been tampered with, or the subject warranty claim is related to the use of an aftermarket battery; (c) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (d) to damage caused by use with a third party component or product that does not meet the Product's specifications ; (e) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (f) to damage caused by operating the Product outside instructions. (g) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of FORTRESS ; (h) to a Product that has been modified to alter functionality or capability without the written permission of FORTRESS; (i) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; (j) if any serial number has been removed or defaced from the Product; or (k) if FORTRESS receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Product, and you cannot prove in any way that you are the authorized user of the product (e.g. by presenting proof of purchase); (l) to the defect that arises out of the warranty period of the product**

#### 6. CUSTOMERS' RESPONSIBILITIES

CUSTOMERS SHOULD UPDATE OPERATING SYSTEM, DRIVER AND OTHER PROGRAMS TO ENABLE REQUIRED INFORMATION FOR

SECURITY PROTECTION PROGRAM AND MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE PRODUCT STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, FORTRESS or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow FORTRESS's procedures for obtaining warranty service. Before submitting your Product for warranty service, you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

DURING WARRANTY SERVICE THE CONTENTS OF THE STORAGE MEDIA WILL BE DELETED AND REFORMATTED. FORTRESS AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE PRODUCT SERVICED.

Following warranty service your' Product or a replacement device will be returned to you as your' Product was configured when originally purchased, subject to applicable updates. FORTRESS may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software. Third party applications installed on the Product may not be compatible or work with the Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty. Privacy policy is available via the Internet on the Fortress's Website.

**Important: Do not disassemble the Product. Disassembling the Product may cause damage that is not covered by this Warranty. Only FORTRESS should perform service on this Product.**

#### 7. BREACH OF THE WARRANTY

If during the Warranty Period you submit a claim to FORTRESS in accordance with this warranty, FORTRESS will, at its option:

- (i) repair the Product using new or previously used parts that are equivalent to new in performance and reliability,
- (ii) replace the Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- (iii) exchange the Product for a refund of your purchase price.

A replacement part or Product, assumes the remaining term of the Warranty or three (3) months from the date of replacement or repair, whichever provides longer

coverage for you. When a Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes FORTRESS 's property.

## 8. THE WAY TO OBTAIN WARRANTY SERVICE

Please access and review the online help resources described below before seeking warranty service. If the Product is still not functioning properly after making use of these resources, please contact a FORTRESS representative using the information provided below. A FORTRESS representative will help determine whether your Product requires service and, if it does, will inform you how FORTRESS will provide it. When contacting FORTRESS via telephone, other charges may apply depending on your location.

Online information with details on obtaining warranty service is provided on [eve.community](http://eve.community) and [eve-tech.com](http://eve-tech.com).

## 9. WARRANTY SERVICE OPTIONS

FORTRESS will provide warranty service through one or more of the following options:

(i) mail- in service. If FORTRESS determines that your Product is eligible for mail-in service, FORTRESS will send you prepaid waybills and if applicable, packaging material and instructions on how to properly pack and address your product, so that you may ship your Product to a Fortress Repair Service (FRS). Instructions may be sent to you via email or in hard copy with the packaging material. Once service is complete, the FRS will return or replace the Product to you. FORTRESS will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Product are followed.

(ii) Do-it yourself (DIY) parts service. DIY parts service allows you to service your own Product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where FORTRESS requires return of the replaced Product or part. FORTRESS may require a credit card authorization as security for the retail price of the replacement Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and FORTRESS will offer alternative arrangements for service. FORTRESS will ship a replacement Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Product or part. If you follow the instructions, FORTRESS will cancel the credit card authorization, so you will not be charged for the Product or part and shipping to and from your location. If you fail to return the replaced Product or part as instructed or return a replaced Product or part that is ineligible for service, FORTRESS will charge your credit card for the authorized amount.

(b) Service where FORTRESS does not require return of the replaced Product or part. FORTRESS will ship you free of charge a replacement Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Product or part.

(c) FORTRESS is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, please contact FORTRESS on eve-tech.com store.

FORTRESS reserves the right to change the method by which FORTRESS may provide warranty service to you, and your Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country or region. You may be responsible for shipping and handling charges if the Product cannot be serviced in the country it is in. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, FORTRESS may repair or replace Products and parts with comparable Product and parts that comply with local standards.

#### 10. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORTRESS 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 ON THE PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. FORTRESS DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR REPLACE THE

PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE PRODUCT.

SOME STATES (REGIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 11. GENERAL

No FORTRESS reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Product purchase took place. FORTRESS or its successor in title is the warrantor under this Warranty.

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