

# 2 Year Warranty TS6580

SKU: 2-year-warranty-ts6580

## **WHAT IS COVERED BY THIS WARRANTY?**

Branded hardware product and accessories contained in the original packaging (“Turcom™ Product”) against defects in materials and workmanship when used normally in accordance with the terms in this Hardware Warranty document for a period of ONE (1) YEAR from the date of proof of delivery (POD) to the party listed on the invoice for the purchase order or order (“Warranty Period”).

## **WHAT IS NOT COVERED BY THIS WARRANTY?**

This Warranty does not apply to any non-Turcom™ branded hardware products or any software, even if packaged or sold with Turcom™ hardware. Manufacturers, suppliers, or publishers, other than Turcom™, may provide their own warranties to you – please contact them for further information.

Software distributed by Turcom™ with or without the Turcom™ brand (including, but not limited to system software) is not covered by this Warranty. Turcom™ not warrant that the operation of the Turcom™ Product will be uninterrupted or error-free. Turcom™ is not responsible for damage arising from failure to follow instructions relating to the Turcom™ 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 cosmetic damage, including but not limited to scratches, dents and broken plastic on ports;
- (c) to damage caused by use with another product;
- (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause;
- (e) to damage caused by operating the Turcom™ Product outside Turcom’s published guidelines;
- (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Turcom™ or a Turcom™ Authorized Service Provider (“TASP”);
- (g) to a Turcom™ Product that has been modified to alter functionality or capability without the written permission of Turcom™;
- (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Turcom™ Product, or (i) if any serial number has been removed or defaced from the Turcom™

**IMPORTANT: BY USING YOUR TURCOM™ PRODUCT**

**YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE TURCOM™ ONE (1) YEAR LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW.**

**DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED ON THE INVOICE. CUSTOM OR CUSTOMIZED PRODUCTS ARE NOT RETURNABLE AND NON-REFUNDABLE.**

**HOW CONSUMER LAW RELATES TO THIS WARRANTY THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, TURCOM™ 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.**

**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. TURCOM™ 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, TURCOM™ LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT TURCOM’S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND 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.**

**WHAT IS COVERED BY THIS WARRANTY?**

**TURCOM™ ELECTRONICS of Transform Partners LLC, San Diego, California, U.S.A (Turcom™) warrants the Turcom™ branded hardware product and accessories contained in the original packaging (“Turcom™ Product”) against defects in materials and workmanship when used normally in accordance with the terms in this Hardware Warranty document for a period of ONE (1) YEAR from the date of proof of delivery (POD) to the party listed on the invoice for the purchase order or order (“Warranty Period”).**

**WHAT IS NOT COVERED BY THIS WARRANTY?**

**This Warranty does not apply to any non-Turcom™ branded hardware products or any software,**

even if packaged or sold with Turcom™ hardware. Manufacturers, suppliers, or publishers, other than Turcom™, may provide their own warranties to you – please contact them for further information. Software distributed by Turcom™ with or without the Turcom™ brand (including, but not limited to system software) is not covered by this Warranty. Turcom™ not warrant that the operation of the Turcom™ Product will be uninterrupted or error-free. Turcom™ is not responsible for damage arising from failure to follow instructions relating to the Turcom™ 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 cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Turcom™ Product outside Turcom's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Turcom™ or a Turcom™ Authorized Service Provider ("TASP"); (g) to a Turcom™ Product that has been modified to alter functionality or capability without the written permission of Turcom™; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Turcom™ Product, or (i) if any serial number has been removed or defaced from the Turcom™ Product.

#### **IMPORTANT RESTRICTION FOR TURCOM™ 3G TABLETS.**

Turcom™ may restrict warranty service for Turcom™ hardware products to the country where Turcom™ or its Authorized Distributors originally sold the device.

#### **YOUR RESPONSIBILITIES**

**YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE TURCOM™ PRODUCT STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.**

Before receiving warranty service, Turcom™ or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Turcom's procedures for obtaining warranty service. Before submitting your Turcom™ 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. TURCOM™ 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 TURCOM™ PRODUCT SERVICED.**

Following warranty service your Turcom™ Product or a replacement device will be returned to you as your Turcom™ Product was configured when originally purchased, subject to applicable updates. Turcom™ may install system software updates as part of warranty service that will

prevent the Turcom™ Product from reverting to an earlier version of the system software. Third party applications installed on the Turcom™ Product may not be compatible or work with the Turcom™ 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.

Important: DO NOT OPEN UP THE TURCOM™ PRODUCT. Opening the Turcom™ Product may cause damage that is not covered by this Warranty. Only Turcom™ or an TASP should perform service on this Turcom™ Product.

#### WHAT WILL TURCOM™ DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Turcom™ or an TASP, Turcom™ will, at its option, (i) repair the Turcom™ Product using new or previously used parts that are equivalent to new in performance and reliability or (ii) replace the Turcom™ Product with a device that is at least functionally equivalent to the Turcom™ Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

When a Turcom™ Product or part is replaced, any replacement item becomes your property and the replaced item becomes Turcom's property.

#### WARRANTY SERVICE OPTIONS

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

(i) Carry-in service. You may return your Turcom™ Product to Turcom™ or TASP location offering carry-in service. Service will be performed at the location, or a TASP may send your Turcom™ Product to Turcom™ directly to be serviced. Once you are notified that service is complete, you will promptly retrieve the Turcom™ Product from Turcom™ or the TASP location, or the Turcom™ Product may be sent directly to your location from Turcom™.

(ii) Mail-in service. If Turcom™ determines that your Turcom™ Product is eligible for mail-in service, you may ship your Turcom™ Product to Turcom™ or a TASP location in accordance with Turcom's instructions. In some cases, Turcom™ will email you a waybill/return label at the discretion of Turcom™ or the TASP location. Once service is complete, Turcom™ or the TASP location will return the Turcom™ Product to you. Turcom™ will pay for shipping to your location if all instructions are followed. Turcom™ will not be able to provide shipping reimbursement or send waybill/return labels, or pay for shipping to your location if you are outside the domestic U.S. and/or are in U.S. Protectorates.

(iii) Service where Turcom™ requires the replacement of a part or accessory under warranty, Turcom™ or the TASP will ship you the part free of charge accompanied by instructions on installation or use, and if applicable, any requirements for the disposal of the replaced Turcom™ Product or part.

(iv) Turcom™ is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact Turcom™ at the telephone number listed below.

Turcom™ reserves the right to change the method by which Turcom™ may provide warranty service to you, and your Turcom™ 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. You may be responsible for shipping and handling charges if the Turcom™ 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.

#### LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TURCOM™ 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 TURCOM™ PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE TURCOM™ 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. TURCOM™ DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY ANDROID DEVICE UNDER THIS WARRANTY OR REPLACE THE TURCOM™ PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE TURCOM™ PRODUCT. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.