

Fonte Limited Warranty



This Limited Warranty consists of the following parts:

Part 1 – General Terms

Part 2 –Warranty Service Information

Part 1 – General Terms

This Fonte Limited Warranty applies only to Fonte hardware products you purchased for your own use and not for resale.

What this Warranty Covers

Fonte warrants that each Fonte hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on your sales receipt or invoice or as may be otherwise specified by Fonte. The warranty period and type of warranty service that apply to your product are as specified in “**Part 2 - Warranty Service Information**” below.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND CONFINED TO FONTE BRAND SERIES ACCORDING TO THE PURCHASE DOCUMENT.THE DURATION IS APPLICABLE BASED ON THE WARRANTY PERIOD.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Fonte or a Fonte approved Partner. A list of approved Island wide Partners and their contact details are available at: <https://www.fontesia.com/contact-us/>

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area. Contact a local Service Provider for information specific to your location.

Customer Responsibilities for Warranty Service

Before warranty service is provided, you must take the following steps:

- follow the service request procedures specified by the Service Provider
- backup or secure all programs and data contained in the product
- provide the Service Provider with all system keys or passwords
- provide the Service Provider with sufficient, free, and safe access to your facilities to perform service
- remove all data, including confidential information, proprietary information and personal information, from the product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service
- remove all features, parts, options, alterations, and attachments not covered by the warranty
- ensure that the product or part is free of any legal restrictions that prevent its replacement
- if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide warranty service

What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. The Service Provider may direct you to download and install designated software updates.

If your problem cannot be resolved over the telephone; through the application of software updates the Service Provider will arrange for service under the type of warranty service designated for the product under “**Part 2 - Warranty Service Information**” below.

If the Service Provider determines that it is unable to repair your product, the Service Provider will replace it with one that is at least functionally equivalent.

Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Fonte's property and the replacement product or part becomes your property. Only unaltered Fonte products and parts are eligible

for replacement. The replacement product or part will be provided by Fonte. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Use of Personal Contact Information

If you obtain service under this warranty, you authorize Fonte to store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Fonte may use this information to perform service under this warranty. We may contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Fonte to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. Fonte's privacy policy is available at www.Fonte.com/.

What this Warranty Does not Cover and Fonte Is Not Responsible For:

This warranty does not cover the following:

- uninterrupted or error-free operation of a product
- any software programs, whether provided with the product or installed subsequently
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Fonte may provide or integrate into the Fonte product at your request
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation
- products or parts with an altered identification label or from which the identification label has been removed
- delivery or installation, or labor charges for installation or setup of the product, adjustment of customer controls on the product, and installation or repair of antenna systems outside of the product;
- damages caused by misuse, abuse, accidents, fire, theft, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct;
- damages caused by usage that is not in accordance with product instructions or user manuals, failure to follow the product instructions or user manuals or failure to perform cleaning or preventive maintenance;
- damage caused by a product or part that has been modified to alter functionality or capability without the written permission of fonte;
- damages caused by the combination of fonte branded products with other non-fonte branded products, accessories, parts or components (including sim cards or memory cards) or use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by fonte which damage this product or result in service problems;
- signal issues, reception problems and distortion related to noise, echo, interference or other signal transmission and delivery problems;
- results of normal usage, such as gradual image degradation, uneven screen aging, burned-in images and pixel failure within designed specifications or that do not materially alter the products functionality;
- software, including the operating system and software added to your product through our factory-integration system, third-party software, or the reloading of software;
- any equipment or components that were not included in your product as originally sold to you;
- loss of data;
- normal wear and tear;
- minor imperfections that meet design specifications;
- cosmetic damage or exterior finish that does not affect functionality including but not limited to scratched or cracked displays;
- products where the fonte serial number is missing, altered or defaced;
- external speakers, keyboards and mice;
- wireless data services provided by third party providers;
- damage caused as a result of improper transportation or packing/packaging when returning the product to fonte or an fonte authorized service provider;

Limitation of Liability

Fonte is responsible for loss or damage to your product only while it is in the Service Provider's possession. Neither Fonte nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL FONTE, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: THIS WARRANTY EXCLUDES 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF FONTE, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE GOVERNED BY THE ARBITRATION ACT NO 11 OF 1995 IN SRI LANKA. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THE SERVICES MUST BE COMMENCED WITHIN ONE (01) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SUCH CLAIM OR CAUSE OF ACTION IS BARRED.

Part 2 – Warranty Service Information

If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for your product and the available service. Scheduling of service will depend upon the time of your call, parts availability, and other factors.

Types of Warranty Service

1. Off-site Service/Service center

Under Off-Site Service, a Service Provider will either repair or exchange the product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the product to the service center at its expense.

2. Customer Carry-In Service

Under Customer Carry-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product, the Service Provider may dispose of the product as it sees fit, with no liability to you.

3. Product Exchange Service

Under Product Exchange Service, Fonte will ship a replacement product to your location. You are responsible for its installation and verification of its operation. The replacement product becomes your property in exchange for the failed product, which becomes the property of Fonte. You must pack the failed product in the shipping carton in which you received the replacement product and return it to Fonte. Transportation charges, both ways, shall be at Fonte's expense. If you fail to use the carton in which the replacement product was received, you may be responsible for any damage to the failed product occurring during shipment. You may be charged for the replacement product if Fonte does not receive the failed product within thirty (30) days of your receipt of the replacement product.

Use of personal information

If you obtain service under this warranty, your contact information, including name, phone numbers, address, and e-mail address may be collected by Fonte from you directly or from our authorized service providers and used in connection with performing Warranty Service. We may also contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, we may provide your information to a third party or related entity we use to support us in providing the Warranty Service. These third parties and related entities may be located outside Australia. The relevant countries change from time to time (eg, as we change our third party support arrangements) and it is not practicable to list those countries here. We require all parties to whom we disclose your contact information to only use that information for the purpose of supporting us to provide the Warranty Service and to take appropriate steps to protect your contact information from unauthorized use or disclosure. We may also disclose your contact information where required or permitted by law. Fonte's privacy policy is available at <https://www.fontesia.com/terms-conditions/>. Our policy contains details about our process for managing any queries or complaints regarding handling personal information.

Fonte and Third-Party Software Support

Fonte will provide direct telephone support for installation and basic usage problems for core software applications on the supported core software list found at www.Fonte.com/prioritysupport.

If Fonte determines the performance of your product is related to a third-party software application on the collaborative support software list found at www.Fonte.com/prioritysupport, Fonte will recommend you contact the third party software supplier and provide a contact number if possible.

The service provided by Fonte under this section is limited to as described above. To the extent permitted by law, Fonte is not responsible for third-party software or the acts or omissions of any software supplier.