
RT Logic Warranty Statement

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RT Logic's systems and products, including hardware, software, and firmware components, are warranted to be free of original hardware defects and software anomalies, and to conform to the applicable RT Logic specifications, manuals, and/or release notes as they exist at the date of delivery, for a period of one (1) year from the date of original shipment from RT Logic. RT Logic also warrants the media against physical defects. If any non-conformity appears within one (1) year of shipment, RT Logic shall, at its sole option, repair or replace the defective item(s).

When an individual item (hardware, software, or firmware) is either (a) purchased new and added to a fully-integrated system or (b) repaired under an existing system's warranty or extended maintenance contract, the item assumes the same warranty expiration date as the system in which it is integrated.

RT Logic does not warrant that hardware, software, and firmware will meet requirements not documented as part of the negotiated contract order, or will operate in certain combinations the Customer selects for use unless specifically documented.

This warranty is the sole and exclusive warranty pertaining to RT Logic products. There is no warranty, expressed or implied, including without limitations, any warranty of merchantability or fitness for a particular purpose.

Preventive maintenance and calibration items are not included under Warranty or a Standard Support Contract. The user guide for each product typically lists items that should be kept available to perform routine maintenance for normal wear.

In no event shall RT Logic be liable to any other party for indirect, special, or consequential damages, failure of delivery, costs of lost or damaged data or documentation, or liabilities to third parties arising from any source. No oral or written information or advice given by RT Logic, its agents, or employees shall create a warranty or in any way increase the scope of this warranty. Customers may not rely on any such information or advice.

If a defect occurs during the warranty period, the Customer shall return the product to RT Logic or to a facility designated by RT Logic for repair or replacement. RT Logic shall, at its option, either repair or replace any defective product covered by this warranty. The Customer shall prepay the cost of shipping the product to RT Logic, or to the designated facility, and bear the risk of loss while the product is in transit. RT Logic shall pay the shipping charges to return the product to the Customer and bear the risk of loss during transit, unless the defect is not covered by this warranty. In the event that a returned product is not covered by this warranty, RT Logic shall immediately notify the Customer and request instructions regarding disposition. The Customer's sole and exclusive remedy for defects in products covered by this warranty is limited to the correction of the defect by repair or replacement.

The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by the Customer, Customer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications of the product, or improper site preparation or maintenance. This warranty shall also not apply to defects or nonconformities to the extent they result from products that have been subjected to testing for other than specified electrical characteristics or have been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, assembly, or processing that alters physical or electrical properties.

In no event will RT Logic be liable for any incidental or consequential damages for breach of warranty or delivery of defective products. This warranty extends to the Customer only and not to any Customer's customers (except for the case when the Customer's customer is the United States of America) or users of Customer's products, and is in lieu of all other warranties whether express, implied or statutory, including implied warranties of merchantability or fitness for a particular purpose.

Customer-Requested Specifications/Modifications: RT Logic products are very complex. As such, even though RT Logic has attempted to determine what impact any customer-requested customizations/specifications ("Customer Specifications") may have on the product's base functionality, RT Logic is not always able to anticipate the full impact of the Customer Specifications prior to actually making them. Following acceptance, if the Customer requests that RT Logic add to the customized product certain base functionality included in the original product but not in the customized product, any such request will result in an additional charge to the Customer. RT Logic will provide a quote for anticipated charges.

Customers may extend the one (1) year warranty period with a standard or customized product support and maintenance agreement, which can be purchased from RT Logic. Please contact us via email at support@rtlogic.com or by phone at (719) 867-6099.