



Alientech Hardware Warranty

Thank you for buying an Alientech Product. Hereinafter, the term "Product" identifies one of the following goods to which the Warranty is related:

- KESS3 tool
- ECM Titanium USB dongle
- Powergate3+ tool

This Warranty does not apply to the software for use of the Product.

For further information on your rights to use the software, please refer to the licensing agreement accompanying the software and available on Alientech website (www.alientech-tools.com/Legal).

ATTENTION: By installing the Product You give Your full acceptance to these Hardware Warranty conditions. You are therefore invited to read this document carefully before proceeding with this operation.

What is covered by this warranty

Alientech S.r.l., based at Via dei Cordari 1, Trino, Italy, (hereinafter "Alientech srl") warrants the hardware of the Product and any accessory contained in the original packaging against conformity defects, or defects that are directly attributable to Alientech srl, for a period of **24 (twenty-four) months from the activation date of the Product**, where appropriate, or from the date of delivery of the Product, provided that the Product is used in accordance with the instructions contained in the User Guide, in the Operating Manuals integrated in the software (where provided), or in any other technical documentation provided by Alientech srl.

By "lack of conformity or non-conformity", for the purposes of this warranty, is meant:

- Operating defects not detected at the delivery but that became apparent during the use of the Product, when attributable to a production, material or workmanship defect;
- Lack of correspondence between what was ordered and what was received at the delivery due to incorrect shipping or discrepancy between what was promoted and advertised by Alientech srl and what was received.

If You are a reseller, You may request the remedies available under this Warranty directly to Alientech srl or one of its subsidiaries or affiliates, even for defects claimed by Your customers. If You qualify as end-user, You can request the remedies available under this Warranty directly to Alientech srl, even in situations where You purchased the Product from an authorized reseller.

All claims made under Alientech Warranty will be governed by the terms and conditions set out in this Warranty.



In addition, Alientech srl will provide You with access to the Technical Support Service through the Ticket Portal at <https://databank.alientech.to/ticket/>, subject to the terms and conditions therein specified. Some services may be subject to subscription.

What is NOT covered by this Warranty

This Warranty does not apply:

- a) To damages or defects caused by normal wear and tear of the Product;
- b) To damages caused by use of the Product with a third-party component or hardware;
- c) To damages caused by fire, liquid contact, earthquake or other external cause;
- d) To accidental damages or damages caused by operating the Product outside the User's Guide specifications, Operating Manuals instructions and / or other Product guidelines provided by Alientech srl, and misuse;
- e) To damages due to improper installation, problems with electrical power supply or interference with other hardware or software;
- f) To damages caused by service not performed by Alientech srl;
- g) To Products and / or accessories that has been modified without Alientech srl written permission;
- h) If any serial number has been intentionally removed or made illegible from the Product;
- i) To stolen Products or that can reasonably be considered as such by Alientech srl according to the information received from relevant public authorities.

User responsibilities

IF YOUR ALIENTECH PRODUCT IS CAPABLE OF STORING FILES, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON YOUR PRODUCT'S STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before submitting your Product for warranty service, You should make separate backup copy of the contents of its storage media. **WARNING: The contents of your Product's storage media may be erased and / or reformatted in the course of service, with consequent losses of data that will not be possible to restore without such a backup copy.** Alientech srl will not be liable for the cancellation or possible loss of data stored in the Product's storage media subject to warranty service.

Following warranty service, your Product or a replacement product will be returned to You as Your Product was configured when originally sold, subject to applicable updates. Alientech srl 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.

Do not open nor disassemble the Product or its accessories. Opening the Product or its accessories will void the warranty.



You must, under forfeiture of the warranty on the Product, submit a claim to Alientech srl for any defects covered by this Warranty within 2 (two) months from their discovery through the Technical Support Service, using the Ticket Portal at <https://databank.alientech.to/ticket/>; in this case, the date indicated in the email containing the identification number of the forwarded ticket will be considered valid. Therefore, You are requested to store this email. You can also send your claim by registered mail with return receipt or by certified e-mail to alientehcsrl@legalmail.it stating the reasons for the complaint.

As essential condition to be able to assert the warranty you must furnish an invoice as proof of purchase.

How to obtain warranty service

Alientech Technical Support Service, through the Ticket portal, will ask You questions designed to better diagnose the problem and, where appropriate, will provide You the authorization to return the Product by sending You an RMA (Return Merchandise Authorization) form that You must fill in each part, as well as instructions for packing and shipping for the return of the Product.

The RMA form must always be included in the packaging with the Product. Furthermore, the Product must be returned complete with all its accessories.

Alientech srl reserves the right not to accept, inspect and / or repair Products received without the RMA form properly compiled in all its part.

Every consignment that enters in Italy from countries not belonging to the European Union must be accompanied by a Proforma invoice for customs purposes, to speed up import procedures and thus reduce the time of management of the Product. Shipments for which the Proforma invoice has not been previously submitted to and approved by Alientech srl will not be accepted.

What Alientech srl will do in the event of a warranty claim

If during the Warranty period You submit a valid claim, Alientech srl will, at its option, in a reasonable time, and without significant inconvenience to You:

- i. **Repair the Product;** or:
- ii. **Replace the Product** with one that has similar functionality, if a repair is not possible or would be unduly burdensome.

Under no circumstances Alientech srl will be liable for a value greater than the purchase price of the Product.

Under no circumstances a minor defect will give You the right to terminate the purchase contract.

A Product repaired or replaced assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for You.



Alientech srl does not cover inbound shipping charges of the Product. You must pay for all proper packing, freight, and customs costs, if You resides in a country not belonging to the European Union. Only if You are to be considered a Consumer, as provided by Italian consumer law (D.Lgs. 206/05), Alientech srl will pay for shipping the Product to and from your location.

If You reside in a country that does not belong to the European Union, the shipment of a Product subject to a warranty service may be subject to import taxes, customs duties and fees which are levied once the delivery reaches Your destination country. Any additional charges for customs clearance must be fulfilled by You, except as provided above if You are to be considered a Consumer. Alientech srl has no control over these charges, nor can predict what they may be. Customs policies vary widely from country to country; You should contact Your local customs office for further information.

You declare to be aware that cross border shipments may be subject to opening and inspection by customs authorities.

For Product that, when received and tested, is detected working properly You will be requested to pay a fee of 30.00 Euros for handling costs to which the shipping cost will be added.

For Products not covered by warranty, You will be contacted by a sales representative, who will provide information on the price of the repair / replacement and methods of payment. The goods will not be processed until Alientech srl will receive Your written acceptance of the costs of repair / replacement.

Limitation of liability

Alientech srl does not warrant, represent or undertake that it will be able to repair or replace any Product under this Warranty without risk to and / or loss of files and / or data stored on the Product's storage media.

Under no circumstances Alientech srl can be held liable for:

- Any losses not arising from Alientech srl's violation of the provisions of this Warranty;
- Any loss or damage not reasonably foreseeable at the purchase of the Product;
- Trading losses of any kind and nature, loss of profits, loss of data or loss of opportunity, including third parties;
- Any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of benefits or profits, loss of data, business interruption or any other commercial damages or losses, third party claims, personal injury or breach of due diligence obligations, even if Alientech srl, its subsidiaries and affiliates or a representative of Alientech srl has been advised of the possibility of such damages, loss, claim or cost.

The foregoing limitations and exclusions apply to the maximum extent permitted by the applicable laws in Your jurisdiction.



Protection of personal data

Alientech srl will retain and use Your information in accordance with its Privacy Policy. You can view Alientech Privacy Policy at <http://www.alientech-tools.com/Legal/>.

General

No Alientech srl reseller is authorized to make any modification, extension, or addition to this Warranty.

If any term is held to be illegal or unenforceable by force of law, it will be excluded from the Warranty and the legality or enforceability of the remaining terms shall not be affected.

This Warranty is translated from Italian for local requirements only: in the event of a dispute between the Italian and any non-Italian versions, the Italian version of this Warranty shall prevail.

This Warranty is regulated exclusively by Italian law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980 is expressly excluded.

This Warranty was last updated on May 13th, 2019.