

POCKET FM LIMITED WARRANTY

30.06.2016

Products Covered and Duration of Warranty

This Limited Warranty of POCKET FM applies to the product "POCKET FM v3", as manufactured and distributed by MEDIA IN COOPERATION AND TRANSITION (MiCT). The term "product" means a POCKET FM device, it's features, conversions, upgrades, elements, or accessories, or any combination of them. The product purchased shall be free from defects in material and workmanship from the date of shipment by POCKET FM for the length of 180 Days (6 Months).

Production Status

Each product is manufactured from new parts, or new and serviceable used parts (which perform like new parts). In some cases, the product may not be new and may have been previously installed. Regardless of the product's production status, POCKET FM's warranty terms apply as described above.

Terms of the Warranty

POCKET FM warrants that the product you have purchased from MiCT or a POCKET FM authorized reseller is free from defects in materials and workmanship under normal use during the warranty period. The warranty period begins on the day of shipment from POCKET FM. The warranty extends only to the original purchaser. It is not transferable to anyone who subsequently purchases the product from you. It excludes all expendable parts.

During the warranty period, the POCKET FM Service and Repair Center will repair or replace defective parts with new parts or, at the option of POCKET FM, serviceable used parts that are equivalent or superior to new parts in performance.

This Limited Warranty extends only to products purchased from MiCT or a POCKET FM authorized reseller. This Limited Warranty does not extend to any product that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) as a result of an act of God; (c) by operation outside the usage parameters stated herein; (d) by the use of parts not manufactured or sold by MiCT/POCKET FM; (e) by modification of the product; (f) as a result of war or terrorist attack; or (g) as a result of service by anyone other than POCKET FM Service and Repair Center or a POCKET FM authorized Service Agent.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, POCKET FM MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. POCKET FM EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

Limited Warranty Statement

POCKET FM is not liable for any damages caused by the product or by the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. POCKET FM is not liable for any claim made by a third party or made by you for a third party.

This limitation applies whether damages are sought, or a claim made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation can not be waived or amended by any person. This limitation of liability will be effective even if POCKET FM or an authorized POCKET FM representative has been advised by you of the possibility of any such damages.

How do I obtain Warranty Service?

For a defect during the warranty period, you will need a Return Material Authorization (RMA) number before you can return the product. Contact POCKET FM or a POCKET FM authorized reseller to obtain an RMA number. Return the defective item, freight and insurance prepaid, in the original shipping container to POCKET FM or your POCKET FM authorized reseller. A reference of your RMA number must appear on the outside of the shipping container and include examples or samples printed with the defective unit when possible. POCKET FM is not responsible for any loss or damages incurred in shipping. A POCKET FM Failure Analysis/Test Engineer or a POCKET FM service agent must validate all warranty claims.

What is not covered by this warranty?

Product purchased from anyone other than MiCT, POCKET FM or a POCKET FM authorized reseller.

Routine cleaning or normal cosmetic and mechanical wear.

Damage from misuse, abuse or neglect including ingress of water, dust or damage from dropping.

Damage from use outside the product's usage or storage parameters.

Damage from use of parts not manufactured or sold by POCKET FM.

Damage from modification or incorporation into other products.

Damage from repair or replacement of warranted parts by a service provider other than a POCKET FM authorized service provider.

Damage from failure to perform preventative maintenance as imposed by the application environment (such as recurrent cleaning in dusty surroundings).