

**IMPORTANT: Read before using this product.**

## **Filanet Warranty Information**

Filanet InterJak Product Warranty and Return Policy

### **LIMITED WARRANTY**

**HARDWARE:** Filanet warrants to the Filanet end user (each, a "Customer") that this hardware product will be free from defects in workmanship and materials, under normal use and service, for twelve (12) months from the date of purchase from Filanet or its authorized reseller:

Filanet's sole obligation under this express warranty shall be, at Filanet's option and expense, to repair the defective product or part or deliver to Customer an equivalent product or part to replace the defective item; provided that, if neither of the two foregoing options is commercially practicable as reasonably determined by Filanet, Filanet may, in its sole discretion, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Filanet. Replacement products may be new or reconditioned. Filanet warrants any replaced or repaired product or part for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer.

**SOFTWARE:** Filanet warrants to Customer that each software program licensed in conjunction with this hardware product will perform in substantial conformance with its program specifications for a period of ninety (90) days from the date of purchase from Filanet or its authorized reseller. Filanet warrants the media containing software against failure during the warranty period. Filanet's sole obligation under this express warranty shall be, at Filanet's option and expense, to replace any defective media with software which substantially conforms to Filanet's applicable published specifications or to refund the purchase price paid by Customer for any defective software product.

Filanet makes no warranty or representation that (a) its software products will meet Customer's requirements or work in combination with any hardware or applications software products provided by third parties, (b) the operation of the software products will be uninterrupted or error-free or (iii) any or all defects in the software products will be corrected. Customer assumes full responsibility for its selection of appropriate applications program(s) and associated reference materials. For any third party products listed in the Filanet software product documentation or specifications as being compatible, Filanet will make reasonable efforts to provide compatibility except where the non-compatibility is caused by a "bug" or defect in the third party product or from use of the software product not in accordance with Filanet's published specifications or user manual.

**NO OBLIGATION TO UPGRADE:** Filanet has no obligation to update, upgrade or enhance any hardware product or software product covered by this warranty.

**NO RESPONSIBILITY FOR NON-FILANET HARDWARE:** Notwithstanding anything contained herein, in no event shall Filanet be responsible for repair or replacement of non-Filanet hardware products used in conjunction with Filanet's software or for troubleshooting of its software if used in connection with non-Filanet hardware products.

**OBTAINING WARRANTY SERVICE:** Customer must contact a Filanet Corporate Service Center within the applicable warranty period to obtain warranty service authorization. Dated proof of purchase from Filanet or its authorized reseller may be required. Products returned to Filanet's Corporate Service Center must be pre-authorized by Filanet with a Return Material Authorization (RMA) number marked on the outside of the package and sent prepaid and packaged appropriately for safe shipment; Filanet recommends that each returned product be insured or

sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Filanet until the returned item is received by Filanet. The repaired or replaced item will be shipped to Customer, at Filanet's expense, not later than thirty (30) days after Filanet receives the defective product.

**CUSTOMER RESPONSIBLE FOR ITS OWN DATA AND SOFTWARE:** Customer is wholly responsible for, and Filanet shall not be responsible or liable in any way for any software, firmware, information or memory data of Customer contained in, stored on or integrated with any products returned to Filanet for repair or for any damage thereto or loss thereof, whether the product is under warranty or not.

**WARRANTIES EXCLUSIVE:** AS SET FORTH ABOVE, IF A FILANET PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY, AND FILANET'S EXCLUSIVE LIABILITY, FOR BREACH OF THAT WARRANTY SHALL BE FILANET'S REPAIR OR REPLACEMENT OF THAT PRODUCT OR REFUND OF THE PURCHASE PRICE PAID, AT FILANET'S SOLE OPTION. TO THE FULLEST EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. FILANET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

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**LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT ALLOWED BY LAW, FILANET ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR (A) INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, (B) DAMAGES ARISING OUT OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (C) DAMAGES ARISING OUT OF LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF ITS PRODUCTS OR ANY SEPARATELY LICENSED THIRD PARTY SOFTWARE PACKAGED WITH THE PRODUCTS, EVEN IF FILANET OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE PAID, AT FILANET'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES SHALL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

**DISCLAIMER:** Some countries, states or provinces do not allow the exclusion or imitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed

to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

**GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of California, U.S.A., excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

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