

BAK USA WARRANTY – UNITED STATES SALES

GENERAL WARRANTY TERMS

Thanks for “Bak”ing us! We are excited to have you as a Customer! Bak USA Technologies Corp. (“Bak”) warrants that your purchase of a Seal or Atlas (“Product”) is free from manufacturer’s defects in materials and workmanship for a period of two (2) years. The date on your sales receipt / Purchase Order Delivery Date (“PODD”) is your proof of purchase and the date all warranty periods begin. Both the manufacturer’s warranty and optional Accidental Damage Protection (“ADP”) plan (described below) extends only to you - the original Customer, is nontransferable, and only applies to purchases directly from Bak or an approved reseller. If you are unable to provide the sales receipt / PODD, your warranty is void.

Bak handles all repairs internally and at approved, Bak-operated and/or Bak-certified facilities. All replaced or exchanged parts become the property of Bak.

No warranty offered herein shall cover any loss caused by fire, intentional acts, theft, losing the Product, improper maintenance, submersion in water (applicable to ATLAS ONLY; applicable to SEAL outside product specification limits), modification or service by anyone other than Bak or Bak-certified parties, or damage that is attributable to acts of God. Cosmetic damage that does not affect functionality is not covered.

We have your “Bak”: technical telephone support is available Monday through Friday, 8:30 a.m. to 5 p.m. EST, excluding national holidays and weather emergencies. Our toll-free number is (877) 225-0066 or for direct contact with our Customer Experience Team (“CX Team”), call (716) 970-4110. For all warranty claims, whether discussed on the phone, or through our “support” tab at www.bakusa.com, you must provide your name, Product, date on sales receipt / PODD and serial number [which can be found on your device] so we can quickly determine your warranty status.

- Telephonic response time is based on call volume.
- Customers can also go to www.bakusa.com to resolve problems quickly using our “support” tab – which provides access to the most Frequently Asked Questions.
- If we need to work on your Product because of a manufacturer’s issue, you have an ADP claim, or you simply want us to repair your Product at your expense, we will provide you with a claim ticket number which you should include when you send it “Bak” to us. Ship your Product to: BAK USA, 425 Michigan Avenue, Buffalo, New York 14203, ATTN: Warranty Claim [If it is a repair – specify ATTN: Repair]. We will work hard to get your Product back to you as quickly as possible. Non-warranty, non-ADP repair claims are shipped back at Customer expense.

During the applicable warranty period, we will attempt to troubleshoot, remedy, and/or resolve the incident with the Customer telephonically.

If your Product has a manufacturer's defect or an ADP claim and you return the Product to us for service, "Bak" it up! It is up to you to keep useable archive backups of all data and to reload all software following any maintenance or repair work (except the operating system). The Customer should never return any of the accessories that came with its Product, unless the accessory itself is subject to a warranty claim. Bak shall not be responsible for damage to, or loss of, any accessories not subject to a warranty claim that are returned with a Product, or any programs, data, or removable storage media, including any consequential loss or damage. Bak shall not be responsible for future upgrades of software products bundled with your Product. Incorrect customer software installation/usage or software viruses/ bugs shall not be considered a Product defect. Bak SHALL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of warranty services or support or any act, error or omission, including without limitation negligence, by Bak or approved Bak operated facility.

MANUFACTURER'S WARRANTY

The manufacturer's warranty means that Bak will repair or replace your Product with new or reconditioned parts at its expense during the stated coverage period. If your Product is dead on arrival, Bak will offer second day air replacement at its expense within the first twenty (20) calendar days of the manufacturer's warranty.

The manufacturer's warranty is void if the product has been opened, physically damaged, or rendered defective because of (a) an accident, misuse, abuse, or other circumstance; (b) use of parts or peripherals not manufactured/supplied by Bak; (c) normal wear and tear; (d) use within an improper operating environment; (e) modification of the product; (f) intentional removal or alteration of the serial number; (g) service rendered by anyone other than Bak or Bak-certified parties; or (h) Customer contacted Bak's CX Team and did not follow the instructions provided to troubleshoot the described problem.

Please note that the battery can only be replaced once within any 12-month period under the manufacturer's warranty.

If you believe you have a manufacturer's warranty claim, either call our CX Team to discuss next steps or go to our "support" tab at www.bakusa.com and register for a claim ticket, providing the necessary information outlined in our General Warranty Terms above.

IN-WARRANTY REPAIRS

If an in-warranty Product failure occurs, obtain a Return Merchandise Authorization (RMA) by contacting our CX Team. If the fault is determined to be

caused by a manufacturer's defect, Bak will accept ordinary shipping expenses associated with transporting the Product to and from the Customer's address (as indicated at the time of purchase). Bak may, in its sole discretion, elect to replace the Product with either a new or certified replacement product which is functionally equivalent to new in performance, in lieu of repair. Replaced products become the property of Bak. Repair is considered complete when the Product malfunction has been corrected or the Product has been replaced.

OUT-OF-WARRANTY REPAIRS

If a Product is out of warranty but repair is requested by the Customer, the unit should be shipped pre-paid by Customer back to Bak. An eighty-dollar (\$80.00) evaluation fee will be charged to diagnose the Product, which will result in a repair estimate including labor, parts, shipping, handling, and any taxes. Repairs shall be chargeable to Customer at current applicable hourly rates including, without limitation, if: (a) the technician finds the problem is user related; (b) caused by change in normal settings of the computer; or (c) software issues not covered under our standard warranty.

The CX Team will communicate the cost of the repair to the Customer who will have 3 business days to decide whether they would like the Product repaired or not. Once approved and payment terms are accepted, the Product is repaired and returned to you at your expense. If Customer does not accept and pay for return shipping charges, we cannot send the Product back and it will be considered abandoned property after thirty (30) days, and treated as such.

OPTIONAL – EXTENDED WARRANTY ACCIDENTAL DAMAGE PROTECTION (ADP)

The Accidental Damage Protection Plan (ADP) is an optional warranty available to Customers for a fee that extends the length of the standard manufacturer's warranty by one (1) year and also provides expanded protection for certain accidental events that occur during the coverage period.

The ADP provides warranty coverage for liquids spilled in or on the Product, power surges, cracks in the exterior shell or screen, and damage resulting from dropping the Product. The **ADP DOES NOT** provide warranty coverage for intentionally inflicted damage, theft, fire-related damage of any type, cosmetic damage, normal wear and tear or customer attempts to repair the Product on their own.

Each individual ADP warranty claim covers a single device for a single qualifying event. As such, multiple ADP claims may be applied to the same device for separate, qualifying events during the coverage period.

To submit an ADP claim, call our CX Team to discuss next steps or go to our “Support” tab at <http://www.bakusa.com> and register for a claim ticket, providing the necessary information regarding your claim.

All ADP claims are processed on a first come, first serve basis and it is difficult to predict how long an ADP repair may take. ADP repairs will require the customer to return the Product back to us, postage pre-paid. We will return the Product to Customer at our expense.

CLAIM SHARING PROGRAM UNDER ADP PLAN (ATLAS ONLY)

The ADP plan can be enhanced through our claim sharing program when you purchase multiple Atlas units. Instead of having to insure each computer, this program allows you to strategically purchase a “bank” of ADP claims. If, during the coverage period, an Atlas computer needs to be repaired or replaced as a result of accidental damage, simply apply one of your ADP claims to that device.

Eligibility for our claim sharing program requires a minimum purchase of 35% ADP plan quantity compared to Atlas device volume.

IMPORTANT ADDITIONAL INFORMATION

CUSTOMER RESPONSIBILITIES

A. AUTHORITY TO GRANT ACCESS

Customer warrants that it gives Bak access to the Product, including the data, hardware and software therein, for the purpose of providing Services herein.

B. COOPERATE WITH BAK TECHNICAL SUPPORT

Customer shall cooperate with and follow the instructions provided by the Bak technician for Services.

C. THIRD-PARTY WARRANTIES:

In providing Services herein, Bak may need access to hardware or software not manufactured by Bak. Some third-party manufacturer’s warranties may become void if Bak, or anyone other than the original OEM perform work on their products. BAK DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT SERVICES MAY HAVE ON THOSE WARRANTIES.

PRODUCT USER GUIDES (HARDWARE & SOFTWARE)

Product manuals are available for download through www.bakusa.com under the “Support” portal.

BAK USA PRIVACY POLICY

Customer information will be kept confidential. Bak will not share your personal information with any other entity for use in marketing or solicitation without your consent. However, if we need to deliver something to you in connection with Services we will have to share your name and address.

DISPUTE RESOLUTION

Any legal dispute between Bak and the Customer shall be resolved by mandatory binding arbitration in Erie County, New York. In any circumstance where binding arbitration is not permitted, any legal action in law or equity shall be venued in the Courts of Erie County, New York and subject to New York law, without regard to those laws relating to conflict of laws.