

**SCRIPTEL CORPORATION LIMITED WARRANTY**  
**Terms and Conditions of Warranty to the End-User**

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**What is Covered by This Warranty**

Scriptel Corporation ("Scriptel") warrants that Scriptel products purchased from Scriptel or an authorized reseller which are comprised of the Visigo family of products produced by Scriptel are free from defects in material and workmanship subject to the terms and conditions herein. This Limited Warranty applies to Scriptel's core proprietary products included in the Visigo Task Pad which are the main circuit board, the battery pack, the LCD display panel and the AC adapter ("Products"). This Limited Warranty excludes all other products and accessories supplied and/or distributed but not manufactured by Scriptel ("Accessories"). This Limited Warranty extends only to the original purchaser of Products ("Purchaser") and is not transferable. All warranties made available by the respective manufacturers of the Accessories will be passed through to Purchaser where permitted.

**Length of Warranty**

This Limited Warranty is valid for a period of one (1) year from the date of receipt of the Visigo Task Pad by Purchaser. During such period, Scriptel will, at its option, either repair or replace with new or reconditioned (of equal or better quality) parts the Product which Scriptel determines to be defective, provided that such Product is returned in accordance with the terms of this Limited Warranty. All parts replaced under this Limited Warranty will become the property of Scriptel. The warranty period for Accessories is as provided by the individual manufacturer.

**Terms and Conditions**

This Limited Warranty does not cover any Product not purchased from Scriptel or an authorized reseller. This Limited Warranty shall not apply if any of the following occurs or if damages result from the following:

- a. the Product has been modified, altered or serviced by anyone other than Scriptel;
- b. the serial number or identification markings on the Product have been removed or altered;
- c. abuse, accident or misuse as a result of use beyond published Scriptel specifications;
- d. the use of parts or products not approved by Scriptel;
- e. scratches or abusive wear and tear to the Product's screen/display; or
- f. improper installation, testing, operation, use or handling of the Product.

**How to Obtain Warranty Service**

Scriptel must be notified of a warranty claim prior to the end of the warranty period. As appropriate, Scriptel will provide a return material authorization number (RMA number) for the return of the Product and/or Accessories. Include the following information with the returned Product/Accessories:

- a. the RMA number;
- b. your name, address and telephone number;
- c. a description of the problem.

Scriptel will issue shipping instructions when you receive your RMA number. Return the Product and/or Accessories at your expense and insurance coverage with the above-noted information to the address noted below. Scriptel will ship the repaired or replaced Product and/or Accessories to the address specified above. If the defect is in an Accessory, Scriptel will provide Purchaser with information on any warranty provided by the manufacturer of the Accessory and it will be Purchaser's responsibility to submit a warranty claim with the manufacturer.

**Warranty Disclaimer and Limitations**

**THIS WARRANTY FOR THE PRODUCT IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. SCRIPTEL DOES NOT WARRANT THAT THE VISIGO TASK PAD IS COMPATIBLE WITH OR WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, OPERATING SYSTEMS OR OTHER PRODUCTS NOT FURNISHED BY SCRIPTEL. IF THE PRODUCT IS DEFECTIVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. THIS EXCLUSIVE REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE (AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE). PURCHASER SPECIFICALLY ACKNOWLEDGES THAT SCRIPTEL'S PRICE FOR THE PRODUCT IS BASED UPON THE LIMITATIONS OF SCRIPTEL'S LIABILITY AS SET FORTH IN THIS SECTION. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY OF PURCHASER FAILED OF ITS ESSENTIAL PURPOSE. HOWEVER, IN THE EVENT OF SUCH FINDING, SCRIPTEL RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT IN EXCHANGE FOR THE RETURN OF THE PRODUCT. SCRIPTEL SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING PERSONAL INJURY), CONTRACT OR INDEMNITY. IN ANY EVENT, SCRIPTEL'S LIABILITY SHALL NOT EXCEED THE COST OF THE PRODUCT. THESE LIMITATIONS SHALL APPLY EVEN IF SCRIPTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

**Company Information**

All requests for warranty service from Scriptel should be made to the following:

Scriptel Corporation  
614-276-8402 ext. 10  
[customersupport@VisigoTaskPad.com](mailto:customersupport@VisigoTaskPad.com)