



**An overview of our
Terms and Conditions**

Newland Europe B.V. Terms and Conditions of Comprehensive Service

Culemborg, July 2024

Newland Europe B.V. Terms and Conditions of Comprehensive Service

The following terms and conditions apply to all agreements entered into and offers regarding the Comprehensive Service, offered by Newland Europe B.V. (hereinafter: 'Newland'), having its registered office and principal place of business in Culemborg, registered in the trade register of the Chamber of Commerce under file number 17109876.

Article 1 - Comprehensive Service

- 1.1 Newland's Comprehensive Service includes the following benefits and limitations:
 - a. 5 business days turnaround time in Newland Service Center after receipt; Newland will only arrange the shipping of the repaired devices from the Newland Service Center to the buyer using a carrier of Newlands choice
 - b. the available Comprehensive Service have a term of three (3) or five (5) years and must be purchased together with the device.
- 1.2 Newland's Comprehensive Service covers the following items that affect the normal function of the device:
 - a. damaged housing
 - b. LCD defect
 - c. touch panel defect
 - d. damaged battery cover (when not integrated with the battery assembly)
 - e. broken scan window
 - f. defective trigger / switches
 - g. Components and parts failure
- 1.3 Newland's Comprehensive Service also covers the repair of equipment that has been damaged by accident by the customer or its employee, within the limits set forth in section 6.2.
- 1.4 Newland reserves the right to refuse to repair devices with total economic damage as described in section 2.6.
- 1.5 Assessment of the damage is the sole responsibility of the Newland staff. Devices affected by this are processed as described in section 2.6.

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Article 2 - Exclusions from the Comprehensive Service

- 2.1 Newland's Comprehensive Service offering is available for all regions for specified product lines.
- 2.2 Newland's Comprehensive Service offering shall not apply to:
 - a. any product which has been modified, or repaired by any other than Newland Service Centers or its authorized representatives
 - b. defects or damages caused by any third parties
 - c. any claimed defect, failure or damage which Newland determines was caused by faulty operations, abuse or improper use
 - d. any defect or damage caused by natural or man-made disaster
 - e. any accessories, consumable or equivalent (e.g. holsters, cradles, cables, power supplies, batteries, etc.).
- 2.3 Newland will not accept biologically contaminated equipment. All costs associated with the return process will be invoiced to and paid by the contractual partner.
- 2.4 Repair of cosmetic damage that does not affect normal operation of the device is not covered by Newland Comprehensive Service. Newland reserves the right to charge an inspection fee.
- 2.5 For devices where no problem can be found Newland reserves the right to charge an inspection fee.
- 2.6 If it is no longer economically viable to repair a device, the customer will receive a notification from Newland and a cost estimate for a new device. At the customer's request, we can also send the device back unrepaired.
- 2.7 All data, applications and user-specific configurations on the device will be deleted during the repair process. Newland is not responsible for reloading and configuring the devices.
- 2.8 Newland reserves the right to replace a device that is sent with a functionally equivalent, refurbished or new device.

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Article 3 - Transportation

- 3.1 For Newland's Comprehensive Service Newland will only arrange the shipping of the repaired devices from the Newland Service Center to the customer using a carrier of Newlands choice
- 3.2 A device can only be sent in after applying for an RMA number (Return Material Authorization). The customer agrees to use the Newland RMA form for this purpose: <https://service.newland-id.com/rma-procedure/>. The device must be shipped in protective packaging to avoid additional damage to the device.
- 3.3 Newland reserves the right to limit the number of possible RMA submissions per day and per customer.
- 3.4 We recommend that the customer send in devices with faults immediately
- 3.5 Any other forms of transportation of defect devices to Newland will be at risk and cost of the customer.

Article 4 - Limitation of liability

- 4.1 Customers can only make warranty claims related to the Comprehensive Service against Newland based on the repair, exchange or maintenance services described in this document.
- 4.2 Newland is not liable to the customer or third parties for data loss, unauthorized access to data, applications, services, networks, IT systems, security breaches, lost profits or indirect damage. This applies regardless of whether Newland was informed in advance of the possibility of such damage.

Article 5 - Risk of loss

- 5.1 Newland assumes the risk of loss or damage to equipment Newland owned or in transit for shipments from Newland to the customer.
- 5.2 Excluded from this are damage or loss caused by the negligent handling of the customer.
- 5.3 Newland is not responsible for optional insurance coverage.

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Article 6 - Cancellation or Adjustment of Newland's Comprehensive Service

- 6.1 Newland's Comprehensive Service may be canceled within thirty (30) days of receipt of the order. If a device is registered for repair via RMA within this period, the option to cancel the order expires.
- 6.2 Newland reserves the right to adjust the Comprehensive Service for customers if an above-average number of damaged devices is sent in. Assessment of damage is the sole responsibility of Newland personnel. In such a case, Newland can decide at its own discretion whether additional repair fees should be charged. In such a case, Newland will provide the customer with a cost estimate. After approval of the cost estimate by the customer, the repair will be carried out.

Article 7 - Changes in Terms of Warranty

- 7.1 Newland's published product warranties (<https://www.newland-id.com/en/services/warranties>) may change from time to time without prior notice.

Article 8 - Acceptance of terms

- 8.1 The General Terms and Conditions of Newland Europe B.V. and these Terms and Condition of Comprehensive Service are deemed to be accepted by the customer by submitting an order for Comprehensive Service.
- 8.2 In the event of a conflict between the General Terms and Conditions of Newland Europe B.V. and these Terms and Conditions of Comprehensive Service, the provisions of these Terms and Conditions of Comprehensive Service shall prevail.

Article 9 - Definiton

- 9.1 Customer is the party with whom Newland has entered into an agreement regarding the Comprehensive Service.