

IMPLY® PRODUCTS WARRANTY TERM

This document is an integral part as attachment to the Invoice of the products marketed by ImPLY Tecnologia Eletrônica in order to guarantee the correct operation of the equipment during the period of 1 (one) year. **READ CAREFULLY**

WARRANTY EXTENSION:

1) During this period, will be replaced without cost to the client, all the pieces and components that present proven design or manufacturing defects. The non durable manufacturing defects must be communicated within 30 days of the effective delivery of the product, according to the article 26 of law 8078/90.

2) Periodic maintenance, and adjustments foreseen in the technical operation manual during the equipment installation are the responsibility of the client, and are not under warranty. Other consumable materials, such as: paper, toner for printer, grease and lubricating oil, and cleaning material are not under warranty.

3) ImPLY Tecnologia Eletrônica Ltda reserves the right to change, modify, improve or make changes that judges necessary, in any component of the equipment, at any time and without notice, and does not assume the responsibility to incorporate the changes in products already sold.

4) This warranty applies only to new products and is extended only to the first buyer. This warranty does not apply to any components that have been modified or subject to bad use, accident, neglect or abuse of third parties.

5) All pieces, in order to be replaced in warranty must be conditionally analyzed by a previous exam of our technical department, **elapsing the total loss of the warranty, even during its validity, if the damage is resulting of:**

a) incompatibility caused by products purchased from third parties and installed with ImPLY products, such as: software, hardware, peripherals or accessories;

b) defect originated from bad use, loss of pieces, inadequate transportation performed by the client outside the conditions predicted on the technical manual, or the constatation or signals that show damages provoked by accident or nature agents, such as: burning, falls, floods, floodings, water, wrong installations, fortuitous case, depredations or major force;

b.1) the product is connected to an electric network outside of the standards specified on the manual or subjected to excessive floatation.

b.2) in case it is constatated that the product contacted water, oil, resin, corrosives or any other liquid not indicated on the technical manual;

b.3) in case it is constatated that the equipment have had contact with extreme temperatures, outside the indicated for operation on the technical manual, such as excessive cold or heat;

c) if is removed or omitted the registered marks belonged to ImPLY Tecnologia Eletronica or replaced by any other registered marks or identification that is not ImPLY Tecnologia Eletronica;

d) improper facilities or maintenances performed by the client, if it is constatated that the equipment has been opened by an unauthorized technician, strange to ImPLY or without previous

treinment, if there is not an “earth wire” connection, or if the seal is violated or is constatated its lack;

d.1) has its original circuits changed, violated, modificated, pieces substitution, repairs or adjuts performed by unauthorized crew;

e) Neglect ou incompetence in the inadequat use/handling of the equipment in innapropriate ends that it is destined or in disagreement with the instructions manual, such as the identification of objects that obstruct the equipment ventilation, having in mind that a good ventilation is an indispensable requirement for the equipment operation;

f) Violation, modification, change of components, adjuts or repairs performed by unauthorized crew;

g) Physical damages on the external part of the product (kneads, scratches, manuscripts, descaracterization, burned components by electric discharge).

h) natural wear of the materials or stress due to the frequent use;

i) not presenting the sale Invoice or its copy.

PROCEDURE:

6) During this warranty term, and verified the manufacturing defect, the Imply Tecnologia Eletrônica agrees to repair or replace the parts no later than 30 (thirty) days after receiving the client request. This term excludes the costs from freight, insurance and related taxes constituting a burden and responsibility of the customer.

6.1 The Maintenance Services and Technical Assistance requisitions must always contain the equipment model and description of technical call's nature.

6.2 If the client opts to send a technician to the local, the costs will be at the client expenses.

6.2.1 The other transfer expenses that excess this amount will be charged.

6.3 The calls are made via e-mail (saci@imply.com.br), which can be accessed over the website www.imply.com.br at the SACI – Imply Customer Service link.

6.3.1 No later than 12 hours, the client will receive a form that must be filled out correctly and will return via e-mail (saci@imply.com.br).

WHAT TO DO IN CASE OF SERVICES NOT INCLUDED IN THIS WARRANTY

7) Even losing its validity, the equipment to be repaired or altered can be serviced by ImPLY Tecnologia Eletrônica with the same efficiency and accuracy that the warranty term, since it is send with the Invoice copy, and the customer being responsible for the costs.

7.1) Additional Maintenance Services and Technical Assistance can be requested to ImPLY, that will provide at its disposal a specialized and trained technician capable to fast perform your request.

7.2) Upon request, will be forwarded proposals for extended warranty contracts and special schemes of 24 hours service. Consult our commercial department for more information.

RESPONSABILITY LIMITATIONS

8) ImPLY reserves the right to change the specifications of its drawings or products in subsequent versions, without any notice and without incur in the obligation to perform the same specifications in the products previously supplied.

9) The permanence of an imperfection due to lack of notice (claim) from the client, certainly will lead to other damages that will not be assisted, **automatically determining the final extinction of this warranty.**

10) ImPLY is not responsible for loss of data and / or software installed on the equipment in service of warranty. We recommend the development of a backup.

GENERAL INFORMATIONS:

For further information, please contact directly our ImPLY Customer Service - SACI by fax (51) 3715 5858 or by phone +55 (51) 2106 8000. The Service schedule is: from Monday to Friday, from 08:00 to 11:45 and from 13:00 to 17:45, local time.

This term will only have validity with the presentation of the invoice (or a copy of this) and the equipment series number, posted in the external parts of the own equipment.

IMPLY TECNOLOGIA ELETRÔNICA
Rua 28 de Setembro, 1713 - CEP 96810-030 - Santa Cruz do Sul/RS
www.imply.com.br – saci@imply.com.br
www.implygames.com
+55 (51) 2106 8000

ATTACHMENT I – WARRANTY ON THE EQUIPMENTS INSTALLED BY IMPLY®

This attachment applies to equipments and products that were supplied and installed by Imply Tecnologia Eletrônica Ltda. ensuring its operation for a period of one (1) year.

Condition the validity of the attachment I of the warranty term and its conditions to be exercised by Imply Tecnologia Eletrônica Ltda. that the client makes available a resident technical on his/her expenses in the appropriate place for the installation of the equipment in order to receive the operational training during the equipment installation.

The resident technician will be hired and retained by the client as a prerequisite for the effectiveness of the warranty term, which will receive specific training from the second day of the beginning of the installation by Imply Tecnologia Eletrônica Ltda.

If the client does not provide any resident technician, the attachment 1 of this guarantee term becomes null.

At the end of training, Imply Tecnologia Eletrônica Ltda. reserves the right to evaluate the technician capability, and will be able to request, if necessary, a new technician if the former is not able to perform the required functions. If the client does not provide the technician, it implies in the warranty revogation. The client has until the end of the installation or 30 days to provide a new technicians to be trained at his/her expenses.

The training phase of the resident technician will occur during the installation of the equipment, unless the client opts in a deadline within thirty (30) days ocurred from the issue date of the term of acceptance, the return of the IMPLY technician to perform the training services, assuming the costs of travel, accommodation and service hours of the IMPLY technician.

The equipments maintenance can be performed only and exclusively by a capable technician evaluated by Imply Tecnologia Eletrônica Ltda.

This attachment to the warranty term shall remain in force only after the issue, in 2 (two) copies of the Term of acceptance of completion of the supply and installation of equipment by Imply Tecnologia Eletrônica Ltda. Signed by the client or his attorney.

If the client denies to sign the document or does not be present in the refered date, the term of acceptance signed by Imply Tecnologia Eletrônica Ltda will be considered issued, incremented of two people identified with name and social security number.

This attachment will have its validity canceled in case of delaying on the equipments installation more than 30 (thirty) days from the contract between client and Imply, except there is a fault caused by the supplier.