

## **TALINO FORENSIC WORKSTATIONS THREE YEAR LIMITED WARRANTY**

IMPORTANT: BY USING YOUR TALINO PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE SUMURI THREE (3) YEAR PREMIUM WARRANTY ("WARRANTY") AS SET OUT BELOW.

DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY.

For SUMURI TALINO Branded Product(s) Only

### **HOW CONSUMER LAW RELATES TO THIS WARRANTY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, SUMURI DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

### **WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. SUMURI DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, SUMURI LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT SUMURI'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### **WHAT IS COVERED BY THIS WARRANTY?**

SUMURI LLC warrants the SUMURI-branded hardware product and accessories contained in the original packaging ("SUMURI Product") against defects in materials and workmanship when used normally in accordance with SUMURI's published guidelines for a period of THREE (3) YEARS from the date of warranty activation by the end-user/purchaser ("Warranty Period"). The end-user/ purchaser must

complete the warranty activation within 7 days of receiving the SUMURI Product. SUMURI's published guidelines include but are not limited to information contained in technical specifications, user manuals, and service communications.

## **WHAT IS NOT COVERED BY THIS WARRANTY?**

This Warranty does not apply to any non-SUMURI branded hardware products or any software, even if packaged or sold with SUMURI hardware. Manufacturers, suppliers, or publishers, other than SUMURI, may provide their own warranties to you – please contact them for further information. Software distributed by SUMURI with or without the SUMURI brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. SUMURI does not warrant that the operation of the SUMURI Product will be uninterrupted or error-free. SUMURI is not responsible for damage arising from failure to follow instructions relating to the SUMURI Product's use.

This Warranty does not apply: (a) to consumable parts, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the SUMURI Product outside SUMURI's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of SUMURI; (g) to an SUMURI Product that has been modified to alter functionality or capability without the written permission of SUMURI; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the SUMURI Product, or (i) if any serial number has been removed or defaced from the SUMURI Product.

## **YOUR RESPONSIBILITIES**

IF YOUR SUMURI PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, SUMURI or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues, and follow SUMURI's procedures for obtaining warranty service.

Before submitting your SUMURI Product for warranty service you should maintain a separate backup copy of the contents of its storage media. Additionally, you are required to remove all personal or sensitive information and disable all security passwords. You agree that SUMURI is not responsible or liable for any data contained (or loss of data) on media that is returned to SUMURI.

Following warranty service, your SUMURI Product or a replacement device will be returned to you as your SUMURI Product was configured when originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data, and information. Recovery and reinstallation of other software programs, data, and information are not covered under this Warranty.

## **WHAT WILL SUMURI DO IN THE EVENT THE WARRANTY IS BREACHED?**

If during the Warranty Period you submit a valid claim to SUMURI, SUMURI will, at its option, (i) repair the SUMURI Product using new parts that are equivalent to new in performance and reliability, or (ii) replace the SUMURI Product with a device that is at least functionally equivalent to the SUMURI Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

SUMURI may request that you replace certain user-installable parts or SUMURI Products. A replacement part or SUMURI Product, including a user-installable part that has been installed in accordance with instructions provided by SUMURI. When a SUMURI Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes SUMURI's property.

## **HOW TO OBTAIN WARRANTY SERVICE?**

Please contact any SUMURI representative or using the information provided via the SUMURI website or through our online support portal. A SUMURI representative will help determine whether your SUMURI Product requires service and, if it does, will inform you how SUMURI will provide it.

## **WARRANTY SERVICE OPTIONS**

SUMURI will provide warranty service through one or more of the following options:

### **Service where SUMURI requires return of the replaced SUMURI Product or part.**

You are responsible for the return shipping and associated shipping costs including duties and taxes from your establishment to our offices in order for the SUMURI Product or parts to be evaluated, repaired, and or replaced.

SUMURI will then pay for the shipping to return your TALINO Forensic Workstation or replacement parts back to your office in the most efficient means applicable.

**Service where SUMURI does not require return of the replaced SUMURI Product or part.**

SUMURI will ship you a replacement SUMURI Product or part accompanied by instructions on installation, and if applicable, any requirements for the disposal of the replaced SUMURI Product or part.

SUMURI is not responsible for any labor costs you incur relating to Do-it-yourself (DIY) parts service. Should you require further assistance, SUMURI may be contacted for assistance with the repair.

If SUMURI determines that your SUMURI Product is eligible for mail-in service, SUMURI requires that the forensic workstation to be returned is packaged in the original packaging material provided by SUMURI. If the original packaging is not retained SUMURI can provide one for a nominal fee.

If your SUMURI Product malfunctions after the warranty has expired, SUMURI may charge you a fee for its efforts (whether successful or not) to diagnose, service, and repair any problems.

SUMURI reserves the right to change the method by which SUMURI may provide warranty service to you, and your SUMURI Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You will be responsible for shipping and handling charges if the SUMURI product cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all customs duties, V.A.T. and other associated taxes and charges. For international service, SUMURI may repair or replace SUMURI Products and parts with comparable SUMURI Products and parts that comply with local standards.

**LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUMURI IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE SUMURI PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE SUMURI PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SUMURI DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY SUMURI PRODUCT UNDER THIS WARRANTY OR REPLACE THE SUMURI PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE SUMURI PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **GENERAL**

No SUMURI agent or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the SUMURI Product purchase took place. SUMURI or its successor in title is the warrantor under this Warranty.