Kofax Statement of Limited Warranty - Dongles

**BASIC WARRANTY** - In the absence of any optional warranty or continuing provisions extended by formal written agreement, Kofax warrants its Products in accordance with the schedules listed below.

In all cases where equipment is to be returned to Kofax, a Return Material Authorization (RMA) must be issued by Technical Support.

**DONGLES** - Kofax warrants for a period of twelve (12) months from the date of shipment, that each dongle shall be free of defects in material and workmanship. During this period, if the customer experiences difficulties with a Kofax dongle and is unable to resolve the problem with Kofax Customer Support, an RMA will be issued. Following receipt of an RMA, the customer is responsible for returning the product to Kofax, freight prepaid. Kofax, upon verification of warranty will, at its option, repair or replace the dongle in question, and return it to the customer freight prepaid.

Lost dongles are not covered by warranty and will not be replaced; a new software license and dongle must be purchased.

Customers whose dongle is outside of the twelve month warranty period will be referred to Kofax Sales for options to purchase a replacement dongle or software based license.

**RETURN TO FACTORY** - All of the warranties referenced above provide for corrective action on products returned to the Kofax factory accompanied by an RMA.

On-site services are not included as a part of these warranties.

**GENERAL TERMS** - The above warranties shall not apply to expendable components such as fuses, bulbs, etc., nor to connectors and other items not a part of the basic product. Kofax shall have no obligation to make repairs or to cause replacement required by normal wear and tear or necessitated in whole or in part by catastrophe, fault or negligence of the user, improper or unauthorized use of the product, or use of the Product in such a manner for which it was not designed, or by causes external to the Product, such as, but not limited to, power failure or environmental problems. Kofax's sole obligation hereunder shall be to repair or replace items covered in the above warranties. Purchaser shall provide for removal of the defective Product, shipping charges for return to Kofax, and installation of its replacement. Above warranties are subject to change without notice.

**RETURNED MATERIAL** - Warranty claims must be received by Kofax within the applicable warranty period. A replaced product, or part thereof, shall become the property of Kofax and shall be returned to Kofax at Purchaser's expense. All returned material must be accompanied by an RMA assigned by Kofax.

If product(s) returned under the provisions of this Warranty are subsequently determined by Kofax to be functionally operational and in accordance with its published specifications, i.e., "No Defect Found" (NDF), then Purchaser will be charged an NDF fee and the Product shall be returned to Purchaser freight collect.

**THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY KOFAX. THE STANDARD EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF KOFAX FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS.**

**SPECIAL NOTICE TO CONSUMERS - SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

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