



## DATA ACQUISITION CARD WARRANTY

We offer a standard five year warranty on every Data Acquisition Card we sell.

### Blue Chip Technology Warranty

Thank you for choosing a Blue Chip Technology (BCT) Data Acquisition Card. We hope that the effort we have put into the design and manufacture of your Data Acquisition Card will provide you many years of trouble free operation.

Please take the time out to read this following warranty terms and conditions of your Data Acquisition Card.

#### 1. Terms

1.1 Blue Chip Technology Limited (Company number 3110403) ("BCT") warrants that "the Board" you have purchased (including the onboard silicon such as chipsets and connectors (if any) supplied as an integral part of the board but excluding any and all Accessories, ("the Board") will be free from defects in materials and workmanship for a period of five years beginning on the date of BCT's invoice ("the Initial Warranty Period"), subject to the conditions and limitations described below.

1.2 Subject to the conditions and limitations set out below, you are entitled to full parts and labour cover in respect of Board defects notified to BCT during the Initial Warranty Period. The promises made in clause 1.1 and this clause 1.2 shall hereafter be referred to as "the Warranty".

1.3 This Warranty only applies to purchases made in the United Kingdom.

#### 2. The Warranty

2.1 The Warranty covers normal use and excludes cover for damage resulting from:

- 2.1.1 Return shipment by you to BCT (where applicable)
- 2.1.2 Any failure to provide a suitable installation or operating environment for the Board
- 2.1.3 Any impact with other objects, dropping, falls, spilled liquids or immersion in liquids
- 2.1.4 Servicing of the Board not carried out or authorised by BCT
- 2.1.5 Usage not in accordance with the user instructions provided with the Board
- 2.1.6 Failure to perform required preventive maintenance
- 2.1.7 Accident, abuse, misuse or neglect
- 2.1.8 Natural disasters such as flood, fire or lightning
- 2.1.9 Problems with electrical power such as power surges and
- 2.1.10 The use of parts, components, services or software not supplied or authorised by BCT.

2.2 This Warranty does not cover damage resulting from failure to back up data or other files, nor does it cover damage caused by programs, data, viruses or other files. BCT is not responsible for any loss of your data and recommends that you maintain a back up system at all times to rebuild or reconstruct lost or altered files, data or programs.

2.3 This Warranty does not cover any items not supplied by BCT. Any non-standard Accessories supplied by BCT specifically for you are covered only by their manufacturers warranties (if any) details of which were supplied to you on delivery of the Board.

2.4 Except as expressly set out in these conditions, BCT gives no other warranties, expressed or implied, including, without limitation, any warranties of satisfactory quality or fitness for a particular purpose, and BCT expressly disclaims all warranties not stated herein.

### 3. Returns/Replacements/Repairs

3.1 During the Initial Warranty Period, if BCT is satisfied that the Board is defective or damaged, BCT will, at its sole discretion, repair or replace the Board or the defective or damaged part(s) thereof or refund to you the amount you paid for the Board, less a reasonable sum for depreciation.

3.2 Warranty claims can be made by requesting a Return Material Authorisation (RMA) number at our website <http://RMA.bluechiptechnology.co.uk> The following information will be required to complete the on-line form:

- 3.2.1 The Board serial number; and
- 3.2.3 a description of the problem.

3.3 The serial number of the Board shall be required before any warranty service is provided. If the BCT technician determines that the Board is defective and that a repair or a replacement product is required, you will be given a Return Authorisation Number (RMA) for the return of the defective product. This number must be clearly marked on a label on the outside of the original packaging, prior to return.

3.4 You will arrange carriage to BCT at your own cost. Alternatively, upon request, BCT may, at its discretion, arrange a collection at your cost. BCT will arrange and pay for the return carriage back to you.

3.5 If BCT supplies an advanced replacement board or part to you before receiving the defective Board or part from you, you are responsible for the return of the defective Board or part and will be charged the full sales value of the replacement Board or part if the defective Board or part is not received by BCT within 30 days of delivery of the replacement.

3.6 BCT manufactures its computer systems and boards from parts and components that are new or equivalent to new in accordance with industry standard practices. BCT owns all parts removed from repaired products. BCT uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If BCT repairs or replaces the Board (or any part of it) under Warranty, the term of the Warranty is not extended.

### 4. Remedies

4.1 In all cases, your sole remedies for a Board failure are limited to those contained in these conditions.

4.2 Except in the case of personal injury or death caused by the negligence of BCT or its authorised sub-contractors, BCT will not be responsible for any incidental or consequential damages which may occur as a result of your use of the Board, the Board's failure to perform under any circumstances, any replacement part provided under warranty or any other circumstances including without limitation losses of the types listed below:

- 4.2.1 loss of profit; and/or
- 4.2.2 loss of anticipated savings.
- 4.2.3 loss of business and/or goods; and/or
- 4.2.4 loss of revenue; and/or
- 4.2.5 loss of contract; and/or
- 4.2.6 loss of goodwill; and/or
- 4.2.7 loss of use; and/or
- 4.2.8 loss and/or corruption of data and/or other information; and/or
- 4.2.9 downtime; and/or
- 4.2.10 any damage relating to the procurement by you of any substitute hardware or software.