

## **BOSCH AUTOMOTIVE SERVICE SOLUTIONS LIMITED WARRANTY**

### **Bosch ESI Truck**

#### **APPLICABLE TO THE UNITED STATES AND CANADA**

**Bosch Automotive Service Solutions (“Bosch”) warrants to the original retail buyer (“Buyer”) the products listed below (“Products”) to be free from defects in material or workmanship in accordance with the following:**

#### **PRODUCTS**

- **Bosch ESI Truck HDS1000 tablet and Vehicle Communication Module** is warranted against defects in materials and workmanship for one year from the date of registration.
- **Rechargeable Batteries, Cables, Adapters, and Power Supplies** are warranted against defects in materials and workmanship for 90 days from the date of purchase.

#### **30-DAY MONEY BACK GUARANTEE**

If the Buyer is not satisfied with the **Product**, the Buyer may return it directly to Bosch for a refund. The Product must be registered, the software must be licensed and updated to the newest version of software, and the Product must be in like-new condition to qualify for return. Returns are initiated by calling 1-855-BOSCHTECH (1-855-267-2483) and providing the required information within 30 days of the invoice date. The refunded amount is based on unit price, not to exceed the published list price at time of return, plus applicable tax. Shipping, processing, or other financial fees are not included in the refund amount. Bosch is not responsible for any finance charges or payment plans. Leased Products are not eligible for the Money Back Guarantee. This Money Back Guarantee is void where prohibited, taxed or restricted.

#### **EXCLUSIONS AND RESTRICTIONS**

This warranty is only valid to the original purchaser of the Product and is not transferrable to subsequent owners of the Product. The Buyer must register the Product within thirty (30) days of purchase. All warranty claims must be made within the warranty period and proof of purchase must be supplied. This warranty does not cover the cost of freight to return the Product to Bosch.

This warranty does not cover consumable items, including, without limitation, non-rechargeable batteries. Specifically excluded from this warranty are Products that have been abused, altered, opened, worn out, contaminated, used for a purpose other than that for which it was intended, or used in a manner inconsistent with instructions. This warranty does not cover battery leakage.

This warranty only covers Products manufactured by Bosch. Bosch will pass through to the original purchaser all manufacturers warranties. For all products manufactured by third parties, see the original manufacturer’s warranty for details. No one is authorized to make any statement or representation altering the terms of this warranty.

## **REMEDIES**

The sole and exclusive remedy for any Product found to be defective is repair or replacement, at the option of Bosch. The existence of a warrantable defect shall be determined by Bosch in accordance with procedures established by Bosch.

## **DISCLAIMER**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOSCH OR ITS DISTRIBUTORS OR RESELLERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF BOSCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Some States in the U.S. and some Canadian provinces do not allow the disclaimer of implied warranties, limitations on how long implied warranties last, or the exclusion or limitation of incidental or consequential damages for some products so the above limitations or exclusions may not apply. This warranty gives the original retail buyer specific legal rights and the original retail buyer may have other rights which vary from state to state in the U.S., or province to province in Canada.

## **SOFTWARE**

The Product may contain an End User License Agreement (EULA) that sets forth specific terms and conditions, including warranties, relating to the Product software. Product software is proprietary, confidential information protected under copyright law. Users have no right in or title to Product software other than a limited right of use revocable by Bosch. Product software, when correctly installed, will execute its programmed instructions. Bosch does not warrant that software will operate uninterrupted or error-free. Product software may not be transferred or disclosed without the written consent of Bosch. Product software may not be copied except in ordinary backup procedures.

## **TECHNICAL SUPPORT**

If you have any questions on the operation of the Product or prior to sending in a product for repair, call Technical Support at 1-855-267-2483.

## **MISCELLANEOUS**

This warranty shall be governed by and construed in accordance with the laws of the State of Michigan U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the international Sales of Goods shall not apply. Bosch reserves the right to amend this warranty policy as required.