LIMITED WARRANTY STATEMENT

OPTIMA KLASIK SDN. BHD. (807783-T)

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LIMITED WARRANTY STATEMENT

(For Qualified Products Only)

Optima Klasik Sdn. Bhd. ("OKSB") warrants that the product included in the sales package ("the Product") is free from defects in material and workmanship that result in product failure during normal usage, according to the following terms and conditions:

1. The limited warranty starts from the shipment date of the product to the first end-user purchaser ("Customer'). If the Product comprise of different parts, the different parts may be covered by different warranty period(s). The warranty period(s) are:-
    a) one (1) year for hardware and devices manufactured by OKSB;
    b) Six (6) months for batteries;

2. **Dead On Arrival (DoA)** – Products received by Customer which are dead on arrival ("DoA") are defined as Products that fail to function substantially in accordance with published specifications due to defects in manufacturing or materials during the first Seven (7) days from the receiving the consigned device ("DoA Period"). Proof of purchase or Airway Bill receipt from freight forwarder for the DoA Product will be required. In the event a Product is DoA, Customer are required to do the following:
    a) Notify the Reseller or Distributor from whom it was purchased or OKSB within the DoA Period that the Product is DOA (including a description of the circumstances thereof);
    b) Return the DoA Product (excluding batteries) to the original place or purchase or an authorized service centre (as advised by the Reseller or Distributor from whom it was purchased) within twenty one (21) days of reporting the DoA;

    OKSB shall have the following obligations with respect to DoA Products:
    i) Upon receipt of notification from Customer of the DoA Product, OKSB will attempt to remotely validate the failure of the Product;
    ii) Upon received of the DoA Product, OKSB will subject the DoA Product to diagnostic confirmation of the failure by technical support engineers. If OKSB determines that the Product is not DoA or if the DoA Product is not received at OKSB location or its authorized service centres within the twenty one (21) days period Customer will be charged the current list price for any replacement Product shipped to Customer including any shipping and handling cost.
    iii) After confirming the device is DoA, OKSB will ship out to customer the replacement device within a minimum of 7 working days.

3. All parts, maintenance kits, options kits, spares kits, and accessories are warranted to be free of defects in material and workmanship for three (3) months (except where otherwise denoted) from shipment date. This warranty becomes void if the item is modified, improperly installed or used, or damaged by accident or neglect.

4. The warranty is valid only if original proof of purchase issued to the original purchaser for the product, specifying the purchase date is presented with the Product to be repaired or replaced.

5. The limited warranty extends only to the Customer who first purchased the Product and is not assignable or transferable to any subsequent purchaser/end-user.

6. The Customer shall return the product to the original place of purchase or an authorized service centre (as advised by the Reseller or Distributor from whom it was purchased) should the Product need any warranty service.

7. During the limited warranty period, OKSB will repair, or replace, at OKSB's sole option, any defective parts, or any parts that will not properly operate for their intended use with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. No charge will be made to the Customer for any such parts. OKSB will also pay for the labor charges incurred by OKSB in repairing or replacing the defective parts. The limited warranty does not cover any cosmetic defects. OKSB shall not be liable for any other losses or damages. These remedies are the Customer's exclusive remedies for breach of warranty. To the extent permitted by applicable law, the warranty period will not be extended or renewed or otherwise affected due to the subsequent resale, repair or replacement of the Product. The repaired part will be warranted for the remainder of the original warranty period or for three (3) months from the date of repair, whichever is longer.

8. OKSB reserves the right to elect refund, instead of repair or replacement, of the price paid by the Customer for the Product less a reasonable amount for usage or depreciation, as the case may be.

9. Upon request from OKSB, the Customer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.

10. The Customer shall bear the cost of shipping the Product to and from OKSB, and other incidental charges that may incur in the course of the freight and delivery.

11. The Customer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
    a) The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, extreme thermal or environment or rapid changes in such conditions, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, operated outside the product or component specifications or other acts which are not the fault of OKSB, including damage caused by shipping, or unauthorized service or parts, or the Product has been used in combination with other spare parts or products by other manufacturers or suppliers. Any warranty applicable to product, accessories, software and/or service, not produced, supplied or authorized by OKSB or non-OKSB brand, is provided by the original manufacturer.
    b) The Product has been damaged from external causes such as but not limited to collision with an object, defects caused by rough handling, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancel-bots or damage caused by the connection to other products not recommended for interconnection by OKSB.
    c) The Product serial number plate or the enhancement data code has been removed, defaced or altered.
    d) The Product tamper seal(s) has been damaged.
    e) The defect or damage was caused by third party software problems introduced into the Product.
    f) User manuals or any third party software, settings, content, data or links, whether included/downloaded in the Product, whether included during installment or assembly, shipping or at any time in the delivery chain or otherwise and in any way acquired by the Customer.
    g) The Product has minor imperfections within design specification or that do not materially alter functionality.
    h) Damages caused by usage that is not in accordance with product instructions, failure to follow product instructions (e.g. as set out in the Product's user guide) or failure to perform preventive maintenance.
    i) Damages caused by the combination of OKSB Products with other non-OKSB products, accessories, parts or components.
    j) Software, including the operating system and software added to the Customer's product through OKSB factory integration system, third-party software, or the reloading of software.
    k) Any equipment or components that were not included in Customer's product as originally sold to Customer.
    l) Normal wear and tear.
    m) Cosmetic damage that does not affect functionality.

12. To the extent permissible by law, OKSB does not warrant uninterrupted or error-free operation of the Product will work with the Customer's requirements, will work with any hardware or software applications provided by a third party or that any defects in the software are correctable or will be corrected.

13. The Customer shall make back-up copies or written records of all important content and data stored whilst using the Product, because content and data may be lost during repair or replacement of the Product. To the extent permitted by applicable law(s), OKSB shall not under any circumstances be liable, either expressly or impliedly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of content or data during repair or replacement of the Product.

14. All parts of the Product or other equipment that OKSB has replaced shall become the property of OKSB.

15. If a problem develops during the limited warranty period, the Customer shall take the following step-by-step procedure:

    a) The Customer shall return the Product to the place of purchase or an authorized service centre (as advised by the Reseller or Distributor from whom it was purchased) for repair or replacement processing.
    b) The Customer shall include a return address, daytime phone number and/or fax number, complete description of the problem, proof of purchase (if requested) and service agreement (if applicable). Expenses related to removing the Product from an installation are not covered under this limited warranty.
    c) The Customer will be billed for any parts or labor charges not covered by this limited warranty. The Customer will be responsible for any expenses related to reinstallation of the Product.
    d) OKSB will repair the Product under the limited warranty within 30 days after receipt of the Product. If OKSB cannot perform repairs covered under this limited warranty within 30 days, or after a reasonable number of attempts to repair the same defect, OKSB at its option, will provide a replacement Product or replace the Products with products of identical type.If the Product is returned during the limited warranty period, but the problem with the Product is not covered under the terms and conditions of this limited warranty, the Customer will be notified and given an estimate of the charges. The Customer must pay to have the Product repaired, with all shipping charges billed to the Customer. If the estimate is refused, the Product will be returned and freight collected. If the Product is returned after the expiration of the limited warranty period, OKSB's normal service policies shall apply which is chargeable and the Customer will be responsible for all shipping charges.

16. OKSB'S MAXIMUM LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE PRICE PAID FOR THE PRODUCT. TO THE EXTENT PERMITTED BY APPLICABLE LAW(S) ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR USE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING LIMITED WRITTEN WARRANTY. OTHERWISE, THE FOREGOING LIMITED WARRANTY IS THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW(S) OKSB SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE OR CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT OR FUNCTIONALITY, LOSS OF CONTRACTS, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, INCREASED COST OR EXPENSES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR **ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT** TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF OKSB KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. OKSB SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED.

17. This is the entire warranty between OKSB and the Customer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms. If any term of this Limited Warranty is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Limited Warranty shall be interpreted according to Malaysian law.

Questions concerning this limited warranty may be directed to:

Optima Klasik Sdn. Bhd.

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