

iVina, Inc.
BookScan Station
End User Limited Warranty Terms and Conditions
January 1, 2012

iVina offers limited warranty on its BookScan Station. This document defines the terms and conditions of the limited warranty provided by iVina. For systems purchased through iVina authorized resellers, please consult with resellers first for the warranty handling procedures.

Standard Limited Warranty

All BookScan Station products come with limited one year depot level service warranty. Any failed unit will be diagnosed by iVina technical support engineer. (Please call iVina technical support team at 510-744-9336.) After confirming that the failed unit needs to be returned for service, iVina technical support engineer will issue RMA to authorize the return of the units for repair. Returned units without RMA number may not be accepted.

It is the sole responsibility of the Customer will ship the failed unit back to the repair depot. Customer pays for the shipping and will be responsible for any loss during transit. iVina will repair the returned unit or replace it with a similar or refurbished unit. iVina will pay for the freight on the return shipment and be responsible for any loss during the return shipment. Under the Standard Limited Warranty, the repaired or replacement unit will be shipped out by UPS Ground.

Advanced Exchange Service Option for the Limited Warranty

If the advanced exchange option is purchased by the customer, a replacement unit will be sent to the customer, after an RMA number for the failed unit is issued. Upon receipt, customer will return the failed unit in the shipping box of the replacement unit. iVina will provide a prepaid UPS shipping label for the return of the defective unit. This option is also sometimes refer to as "before return replacement". In general, iVina targets to ship out replacement units in the same day if the RMA is issued before 12:00pm PST.

Next Business Day Advance Exchange Service

The repaired or replacement unit will be shipped out by UPS Red.

Five Business Day Advance Exchange Service

The repaired or replacement unit will be shipped out by UPS Ground.

Extended Warranty Terms

Purchase of two-year warranty will extend the standard one-year warranty term to two years. That is an increase by one year. Purchase of three-year warranty will extend the standard term of one-year to three years, which is an increase by two years.

Software Upgrades

When a unit is under warranty, Customer is entitled to free software upgrades to the latest revision that is supported by the particular hardware configuration. This revision update does not include new features that are for additional charge. When a system is out of warranty, customer is no longer entitled to free upgrade of software.

Add-Ons

Certain iVina products involve Add-On software and hardware features; e.g. Blackboard, CBORD, SharePoint, etc. The original quotation of the system only includes the licensing for the first year. For subsequent year(s), Annual Renewal license will have to be purchased by the user.

Consumable Items

iVina scanners with automatic document feeder (ADF) involve wearable rubber parts, which have a limited life time. The replacement of the consumable items is not covered by the limited warranty. User can order the replacement parts from iVina.

Limitation of Liability

If the iVina hardware product fails to work as warranted above, iVina's maximum liability under the limited warranty is expressly limited to the lesser of the price paid for the product or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use. Except as indicated above, in no event will iVina be liable for any damages caused by the product or the failure of the product or perform, including any lost profits or savings, business interruption, loss of use or any other commercial or economic loss of any kind, or special, incremental, or consequential damages. iVina is not liable for any claim made by a third party or made by you for the third party. This limitation of liability applies whether damages are sought, or a claim made, under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim or any other claim. This limitation in liability cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised iVina, or an authorized representative of iVina, of the possibility of any such damages or even if such possibility were reasonably foreseeable.