

ZINGARR LIMITED WARRANTY TO END-USERS

Warranty; Limited Warranty Period, Warranty Recipient; Exclusions; Exclusive Remedy:

1. The tablet You purchased (the “Product”) is manufactured by ZinGarr Sales and Marketing, LLC (“ZinGarr”, “We”, “Us”, “Our”). ZinGarr is providing this Limited Warranty to the original end-user Purchaser of the Product only (the “Purchaser”, “You” or “Your”). ZinGarr, in its sole discretion and at will, may authorize representatives to administer services proclaimed by this Limited Warranty agreement. This Limited Warranty is nontransferable.

2. ZinGarr warrants to You that this Product will be free from defects in materials and workmanship for one year from the date of purchase (the “Warranty Period”). If You obtain a Return Merchandise Authorization (“RMA”) and return the Product to Us (or Our authorized representative) in accordance with the procedures set forth below during the Warranty Period, the Product will be repaired or replaced (with the same or a similar model, which may be a refurbished as new model), at our discretion, without charge for either parts or labor. This Limited Warranty shall not apply if the Product is modified, tampered with, misused, physically damaged, or subjected to abnormal working conditions (including, but not limited to, electrical, fire, and water damage).

THIS LIMITED WARRANTY DOES NOT GUARANTEE YOU UNINTERRUPTED SERVICE. REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY OF THE PURCHASER UNDER THIS LIMITED WARRANTY.

Your Responsibilities:

To obtain service under this Limited Warranty, You must contact Our Technical department by telephone at 866-716-9881 or by email at Support@aarprealpad.org to obtain an RMA number. ZinGarr will only honor replacement or repair of a Product that has been issued an authorized RMA number and includes the original dated bill of sale or a substitute proof of purchase, as deemed acceptable by Us and in accordance with applicable law. Purchaser will be responsible for paying the shipping and insurance charges associated with sending the Product to Us/Our authorized representative at the address supplied by our Technical department. This Limited Warranty covers the cost for return shipping of the repaired or replacement Product, as applicable, to the Purchaser’s residence.

Discrepancies & Shipping Damage:

1. For wrong items, missing items, shipping damage, or any other discrepancy related to the shipment of repaired or replacement Product by Us/Our authorized representative, the Purchaser must report such to Our Technical department within a reasonable period of time after receipt of the repaired original Product or replacement item, but such must be reported no more than two weeks after such was received. Any claims made beyond two weeks after the day of receipt will not be honored under this Limited Warranty.

2. For any shipping damage that occurs when Purchaser is returning the Product to Us/Our authorized representative pursuant to this Limited Warranty, Purchaser must file a claim with Purchaser’s postal carrier immediately. All items must be shipped by Purchaser with insurance, so Purchaser must report damage to

their postal carrier for coverage.

3. Purchaser is responsible for paying any freight charge caused by refused shipment or unclaimed goods shipped to Purchaser by Us/Our authorized representative.

4. We will use reasonable efforts to deliver on time; however; neither ZinGarr nor its authorized representatives shall be liable for late or lost shipments. In the event that a tablet submitted for warranty repair is lost en route from Us or Our Authorized Agent to You, We or Our Authorized agent will be responsible for promptly filing a claim with the carrier and, in the event that it cannot be found, replacing the unit with the same or similar model.

Force Majeure; Certain Damages Excluded:

1. ZinGarr and its authorized representatives shall not be liable for any failure to perform or delay in performing any of its obligations when such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, any act of God, war, strike, riot, fire, flood, earthquake, lock-out, late or non-delivery by suppliers, shortage or unavailability of materials, components or transportation facilities, or any act, refusal to act, regulation, order or intervention of any governmental authority.

2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR AUTHORIZED REPRESENTATIVES OR THE SELLER OF THE PRODUCT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR LOST GOODWILL, LOST RESALE PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to You.

No Other Express Warranties; Limitation on Duration of Implied Warranties; Other Rights:

1. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES BY ZINGARR, ITS AUTHORIZED REPRESENTATIVES OR THE SELLER OF THE PRODUCT. ZINGARR AND ITS AUTHORIZED REPRESENTATIVES LIMIT THE DURATION OF ANY IMPLIED WARRANTY BY ZINGARR, ITS AUTHORIZED REPRESENTATIVES OR THE SELLER OF THE PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY. **SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

2. Other Rights Under State Law: **THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**