



ZKTeco USA Limited Hardware Warranty

ZKTeco USA, LLC (“ZK”) extends a limited 1 to 3-year product warranty (from date of purchase) only to those authorized customers who purchase ZKTeco-manufactured products directly from ZK.

ZK **SMB and Atlas Series** products have a 2-year warranty, whereas ZK **Pro Series** products have a 3-year warranty period. All other products like Turnstiles, Metal Detectors, Biometric Modules and Time and Attendance devices have 1 year warranty.

During warranty period, ZK will repair or replace, at its option, parts found to be defective during that time period. Claims must be submitted within the warranty period.

ZK sells its products through OEM manufacturers, distributors and dealers worldwide. ZK provides technical support and product warranty only to the original purchaser, not the end user. End-user customers must contact their respective supplier for technical support and warranty services.

The warranty does not apply if:

- (a) the product is damaged by accident, improper use, or negligence of the customer.
- (b) attempts have been made to repair or alter the product by anyone other than those appointed by ZK.
- (c) the serial number or ID labels are removed or tampered with.

Furthermore, the warranty provided by ZK hereunder does not include warranty, support and/or maintenance of any third-party software or hardware, whether or not such third-party software or hardware is provided by ZK. ZK is not required to provide any services for problems arising out of: (i) customer failure to implement maintenance or features issued under the applicable product sale agreement; (ii) any alterations of or additions to the products performed by parties other than ZK; (iii) accident, negligence, or misuse of the products (such as, without limitation, operation outside of environmental specifications or in a manner for which the products were not designed); (iv) damage caused during installation; (v) damage caused by the equipment or system with which the biometric reader is used; (vi) damage caused by repairs not made by ZK (vii) damage caused by lack of ESD protections; (viii) damage caused by improper power input and output; or (ix) interconnection of the products with other products not supplied by ZK. ZK shall only be obligated to support the then-current version of the products and the immediately prior version.

Should the product prove to be defective in workmanship or material, the customer’s sole remedy shall be repair or replacement. **UNDER NO CIRCUMSTANCES SHALL ZK BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECT, CONSEQUENTIAL, OR INCIDENTAL, ARISING OUT OF THE INABILITY TO USE THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF CUSTOMER GOODWILL, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, OR CONSEQUENTIAL DAMAGES FROM USE OF THE PRODUCT. IN NO EVENT SHALL ZK BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECT, CONSEQUENTIAL, OR INCIDENTAL, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR CONNECTED WITH THE SALE OR ANTICIPATED USE OF THE PRODUCT.**

In the event a product is found by customer to be defective during the warranty period, the customer shall contact ZK. A product shall not be deemed defective until: (1) it is evaluated by ZK Technical Support in person or via telephone, and (2) customer receives a Technical Support RMA number from ZK. After a product is deemed defective, customer shall ship the product to ZK, with the RMA number clearly indicated on the shipping package and papers. Shipment of a repaired or replacement unit within the lower 48 U.S. states will be shipped via ground carrier at ZK' expense within seven (7) business days after receipt of the failed unit subject to spare parts availability. Shipment of a repaired or replacement unit outside the lower 48 U.S. states shall be at the purchaser's expense. See THE Regional Variations Section below. A replacement unit may be a new or reconditioned unit of equivalent or better value.

For any products that are REPAIRED, the warranty on the product shall be the remainder of the warranty period for such item.

The terms of the warranty are limited to the remedies as set forth herein. **THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ZK MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ZK SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USEFULNESS AND/OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. ZK DOES NOT WARRANT THAT ANY PRODUCT WILL BE ERROR-FREE, OR THAT ANY DEFECT THAT MAY EXIST IN ANY PRODUCT CAN BE CORRECTED. THE SOLE REMEDY FOR ANY BREACH OF ANY OR ALL OF THE FOREGOING WARRANTIES SHALL BE REPAIR, REPLACEMENT OR REFUND OF THE COST OF ANY NON-CONFIRMING PRODUCT(S).**

ZK reserves the right, in its sole discretion, to change, revise, limit, expand or otherwise alter this warranty and any element thereof at any time with no notice required.