

## **MAGELLAN LIMITED WARRANTY**

All Magellan global positioning system (GPS) receivers are navigation aids, and are not intended to replace other methods of navigation. The purchaser is advised to perform careful position charting and use good judgment. READ THE USER GUIDE CAREFULLY BEFORE USING THE PRODUCT.

### **1. MAGELLAN WARRANTY.**

- (a) MiTAC Digital Corp. ("Magellan") warrants its GPS receivers and hardware accessories to be free from defects in material and workmanship and will conform to its published specifications for the product for a period of one year from the date of original purchase. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL CONSUMER PURCHASER OF THIS PRODUCT.
- (b) In the event of a defect, Magellan will, at its discretion, repair or replace the hardware product with a product of like kind or quality, which may be new or reconditioned, with no charge to the purchaser for parts or labor. Magellan's limit of liability under the limited warranty shall be the actual cash value of the product at the time the purchaser returns the product to Magellan for repair less a reasonable amount for usage, as determined by Magellan in its sole discretion. The repaired or replaced product will be warranted for 90 days from the date of return shipment, or for the balance of the original warranty, whichever is longer.
- (c) Magellan warrants that software products or software included in hardware products will be free from defects in the media for a period of 30 days from the date of shipment and will substantially conform to the then current user documentation provided with the software (including updates thereto). Magellan's sole obligation shall be the correction or replacement of the media or the software so that it will substantially conform to the then- current user documentation. Magellan does not warrant the software will meet purchaser's requirements or that its operation will be uninterrupted, error-free or virus-free. The purchaser assumes the entire risk of using the software.

### **2. PURCHASER'S REMEDY. PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT MAGELLAN'S OPTION, OF ANY DEFECTIVE PART OF THE RECEIVER OR ACCESSORIES WHICH ARE COVERED BY THIS WARRANTY. REPAIRS UNDER THIS WARRANTY SHALL ONLY BE MADE AT AN AUTHORIZED MAGELLAN SERVICE CENTER. ANY REPAIRS BY A SERVICE CENTER NOT AUTHORIZED BY MAGELLAN WILL VOID THIS WARRANTY.**

### **3. PURCHASER'S DUTIES. For repair or replacement on a Magellan product the purchaser must obtain a Return Materials Authorization (RMA) number from Magellan Technical Support or by submitting a repair request through our website at [www.magellangps.com](http://www.magellangps.com), prior to shipping. The purchaser must return the product postpaid with a copy of the original sales receipt, purchaser's return address and the RMA number clearly printed on the outside of the package to the Authorized Magellan Service Center address provided by Magellan with the RMA number. Magellan reserves the right to refuse to provide service free-of-charge if the sales receipt is not provided or if the information contained in it is incomplete or illegible or if the serial number has been altered or removed. Magellan will not be responsible for any losses or damage to the product incurred while the product is in transit or is being shipped for repair. Insurance is recommended. Magellan recommends the use of a trackable shipping method such as UPS or FedEx when returning a product for service.**

### **4. LIMITATION OF IMPLIED WARRANTIES. Except as set forth in item 1 above, all other expressed or implied warranties, including those of fitness for any particular purpose or merchantability, are hereby disclaimed AND IF APPLICABLE, IMPLIED WARRANTIES UNDER ARTICLE 35 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Some national, state, or local laws do not allow limitations on implied warranty on how long an implied warranty lasts, so the above limitation may not apply to you.**

### **5. EXCLUSIONS. The following are excluded from the warranty coverage:**

- (a) periodic maintenance and repair or replacement of parts due to normal wear and tear;
- (b) batteries;
- (c) finishes;
- (d) installations or defects resulting from installation;
- (e) any damage caused by (i) shipping, misuse, abuse, negligence, tampering, moisture, liquids, proximity or exposure to heat, or improper use; (ii) disasters such as fire, flood, wind, and lightning; (iii) unauthorized attachments or modification;
- (f) service performed or attempted by anyone other than an authorized Magellan Service Center;
- (g) any product, components or parts not manufactured by Magellan,
- (h) that the receiver will be free from any claim for infringement of any patent, trademark, copyright or other proprietary right, including trade secrets
- (i) any damage due to accident, resulting from inaccurate satellite transmissions. Inaccurate transmissions can occur due to changes in the position, health or geometry of a satellite or modifications to the receiver that may be required due to any change in the GPS. (Note: Magellan GPS receivers use GPS or GPS+GLONASS to obtain position, velocity and time information. GPS is operated by the U.S. Government and GLONASS is the Global Navigation Satellite System of the Russian Federation, which are solely responsible for the accuracy and maintenance of their systems. Certain conditions can cause inaccuracies which could require modifications to the receiver. Examples of such conditions include but are not limited to changes in the GPS or GLONASS transmission.)

The opening, dismantling or repairing of this product by anyone other than an authorized Magellan Service Center will void this warranty.

### **6. EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES**

- (a) MAGELLAN SHALL NOT BE LIABLE TO PURCHASER
- (b) OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DAMAGES ARISING FROM A DELAY OR LOSS OF USE, OR OUT OF THE BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY EVEN IF CAUSED BY THE NEGLIGENCE OR ANOTHER FAULT OF MAGELLAN OR OUT OF THE NEGLIGENT USAGE OF THE PRODUCT. IN NO EVENT WILL MAGELLAN BE HELD RESPONSIBLE FOR SUCH DAMAGES, EVEN IF MAGELLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) Some national, state, or local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **7. COMPLETE AGREEMENT**

- (a) This written warranty is the complete, final and exclusive agreement between Magellan and the purchaser with respect to the quality of performance of the goods and any and all warranties and representations. THIS WARRANTY SETS FORTH ALL OF MAGELLAN'S RESPONSIBILITIES REGARDING THIS PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM LOCALITY TO LOCALITY AND CERTAIN LIMITATIONS CONTAINED IN THIS WARRANTY MAY NOT APPLY TO YOU.

- (b) If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect.

### **8. CHOICE OF LAW. This limited warranty is governed by the laws of the State of California, without reference to its conflict of law provisions or the U.N. Convention on Contracts for the International Sale of Goods, and shall benefit Magellan, its successors and assigns. This warranty does not affect the consumer's statutory rights under applicable laws in force in their locality, nor the customer's rights against the dealer arising from their sales/purchase contract.**

For further information concerning this limited warranty, please visit Magellan's website [www.magellangps.com](http://www.magellangps.com) or contact:

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