

Innovate - Customize - Build

Evolve III Limited Warranty

IMPORTANT! Please store this manual in a secured location for future reference. EVOLVE III reserves the right to request this document before accepting repair requests. This does not affect or limit your mandatory statutory rights.

This EVOLVE III manufacturer limited warranty (hereafter referred to as the “Warranty”) is granted by EVOLVE III (hereafter referred to as “EVOLVE III”) to the purchaser (hereafter referred to as “You”) of the EVOLVE III computer system (hereafter referred to as the “Product”). This warranty is being delivered with the Product, subject to the following terms and conditions. EVOLVE III accredited Service Agents and Repair Centers will provide the services covered under this Warranty.

Warranty Period of the Product

This warranty applies for the period defined on the label sticker at the back of the Product (“Warranty Period”). For example: 12M means 12 months from the date the Product was first purchased by an end-customer (“Date Of Purchase”). If proof of purchase cannot be provided, the manufacture date as recorded by EVOLVE III will be deemed to be the start of the Warranty Period.

Statutory Guarantees

This warranty is given independently of any statutory rights that may apply in the country of purchase and does not affect or limit such statutory rights in any manner whatsoever.

1. General

EVOLVE III warrants the Product to be free from defects in workmanship and materials for the Warranty Period provided. The coverage of bundled accessories warranty may vary in different countries. If the Product fails during normal and proper use within the Warranty Period, EVOLVE III, at its discretion, will repair or replace the defective parts of the Product, or the Product itself, with new or reconditioned parts or products that are functionally equivalent or superior to those originally supplied.

This Warranty applies only if the Product was newly manufactured on the Date of Purchase and not sold as used, refurbished or manufacturing seconds. Please keep the proof of purchase and this warranty manual for future service requests. This Warranty does not include failure caused by improper installation, operation, cleaning or maintenance, accident, damage, misuse, abuse, non-EVOLVE III modifications to the product, any third-party software programs, normal wear and tear or any other event, act, default, or omission outside EVOLVE III’s control. For further details, see section 5 of this Warranty Manual.

All components that an EVOLVE III Service Center repaired or replaced will be under warranty for three months or for the remainder of the warranty period, whichever is longer. The Repair Center may recover the originally configured operation system bundled with the Product. **EVOLVE III will not restore or transfer any data or software from the Product’s original storage media. If the Product is repaired, all user generated data may be permanently deleted.**

If the Product is under Warranty, You hereby agree to transfer the ownership of replaced defective parts and such parts shall automatically become the property of EVOLVE III.

2. Software Support

Any software delivered with the Product is provided “as-is”. EVOLVE III does not guarantee uninterrupted or error-free operation of any software provided with the Product.

This warranty covers the hardware of the Product. EVOLVE III will provide technical support for the Product’s preinstalled software only when it concerns the proper functioning of the hardware. For other problems with the software, we advise You to review the user manuals, the EVOLVE III support web site and/or other online resources. Third party software may require support from the respective vendors.

3. TFT LCD Defect Policy

Despite the highest possible standards, the intricate manufacturing of thin film transistor (TFT) liquid crystal display (LCD) screens may still produce slight visual imperfections. These visual imperfections do not impair the performance of Your Product.

However, EVOLVE III will provide the warranty service for Your EVOLVE III Product's TFT LCD screen only if there are at least:

- 3 bright pixels or 5 dark pixels or 8 bright and/or dark pixels in total; or
- 2 adjacent bright pixels or 2 adjacent dark pixels; or
- 3 bright and/or dark pixels within an area 15 mm in diameter.

NOTE: A bright pixel is a white or sub-pixel that is always on under BLACK pattern. A dark pixel is a dark or sub-pixel that is always off under patterns excluding black.

The inspection conditions are:

- Not less than 30cm distance, in a straight line, between TFT screen and inspector
- Room temperature between 20-40°C
- Lighting is between 300 and 500 lux

4. DOA (Dead on Arrival) Policy

If a Product shows symptoms of a hardware failure, preventing basic operation, within **7** calendar days of delivery, that Product is considered DoA.

For any DoA claim, you must contact your reseller and provide proof of purchase. You will then be instructed to ship the DOA product to the Reseller.

Upon arrival, your Reseller will confirm that the Product is DoA, they will replace the Product and send to you from available Product locally.

If The Reseller reasonably determines after inspection that the Product was not DOA, The Reseller reserves the right to charge you the cost of returning the Product to you plus any costs of inspecting the Product.

5. Customer Responsibility

When using the Product

- Read the user manual first and use the Product only according to the user manual.
- Do not leave the Product connected to the power supply once it is fully charged and not turned on. Some electrical items are not designed to be left connected to the power supply for extended periods of time.
- Periodically back up your data stored on the Product.
- Keep the original packaging. In case the Product needs to be returned for repair, original packaging provides a better protection for the Product during transportation.
- Please check the manual and the EVOLVE III support website for troubleshooting solutions before contacting customer service.
- If the Product is designed with the TPM (Trusted Platform Module) function, keep the embedded security chip pre-boot password in a safe place (**Note: Due to the design of TPM, it is not possible for EVOLVE III to reset the embedded security chip pre-boot password. If the password is lost, the Product can only be repaired by replacing the entire motherboard, which is not covered under the Warranty.**)

6. Contacting EVOLVE III Customer Service:

When emailing EVOLVE III warranty support, provide the Product's serial number, the model name, problem description and proof of purchase.

You may be requested by EVOLVE III to perform some of the Product's troubleshooting tasks or actions, which may include the following:

- Restoring the Product's operating system, factory-installed drivers, and applications to the factory default settings.
 - Installing updates, patches, or service packs.
 - Running diagnostic tools and programs on the Product.
 - Allowing the EVOLVE III technical support agent to access the Product with remote diagnostic tools (when available).
 - Performing other reasonable activities requested by EVOLVE III, which will assist in identifying or resolving the problems.
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- If the problem is not solved remotely, EVOLVE III Service Center will instruct you on how to get the hardware repair service (this process is called "RMA"). EVOLVE III may issue an RMA number for Your Product. Please record Your RMA Number for tracking purposes. For further details, see section 5 of this Warranty Card.
 - Enclose a copy of Your proof of purchase. (Please note:EVOLVE III reserves the right to request the original documents.) If You do not provide the requested documents for warranty validation then the manufacture date of the Product as recorded by EVOLVE III will be deemed to be the start of the Warranty Period.
 - **Ensure that You have fully backed up all the data stored on Your Product and removed any personal, confidential, or proprietary information before any service process is started. EVOLVE III may delete any data, software, or programs installed on the Product without restoring them. EVOLVE III shall not be held liable for the permanent loss, damage, or misuse of your data.**
 - If you will have to return Your Product for repair, pack the Product in safe and stable packaging. The original packaging may be useful for this purpose. In any case, the packaging should meet the following requirements:
 - Use a rigid box with flaps intact.
 - Remove any labels, hazardous materials indicators, and other previous shipment markings on the box that are no longer applicable.
 - Wrap all items separately.
 - Use adequate cushioning material.
 - Use strong tape designed for shipping.
 - Do not use string or paper over-wrap.
 - Use a single address label that has clear, complete delivery and return information.
 - Place the RMA request form inside the package.
- If the packaging is found to be inadequate this may void the warranty if serious damage has occurred. Additional charges will be incurred to properly package the device for transport back in a suitable and safe manner. Packaging charges will vary by product.
- Please do not send in anything but the Product itself unless specifically requested by EVOLVE III. Please remove any accessories as well as any removable storage devices such as memory cards, discs, flash drives, from the Product. EVOLVE III shall have no liability for the loss, damage or destruction of accessories or removable storage devices, unless they are caused by willful or gross negligent acts by EVOLVE III.
 - Remove or provide any password that You assigned to the Product. If access to the Product is blocked by passwords, then EVOLVE III may not detect and repair all failures of the Product.
 - If the Product is designed with the TPM (Trusted Platform Module) function, provide the embedded security chip pre-boot password.

7. RMA Methods & Support

Evolve III Limited Warranty

If you have a problem with your Evolve III product, please submit your issue to

warrantyclaim@evolvethree.com

USA EvolveIII Service Centre address is:

Streamline Technical Services - 3901 N. Mays St. Round Rock, TX 78665

For Software support please contact

Microsoft support at 1 (800) 642-7676

For a complete listing of all the Warranty Terms and Conditions please our website at

<http://www.evolveiii.com/warranty-support>

8. Exclusions from this Limited Warranty Service

EVOLVE III does not warrant uninterrupted or error-free operation of this Product. The warranty only covers technical hardware issues during the Warranty Period and in normal use conditions. It applies to firmware issues but not to any other software issues or customer induced damages or circumstances such as but not limited to:

- (a) The Product has been tampered with, repaired and/or modified by non-authorized personnel.
- (b) The serial number of the Product, components or accessories has been altered, cancelled, or removed.
- (c) The warranty seals have been broken or altered.
- (d) Damage (accidental or otherwise) to the Product that does not impact the Product's operation and functions, such as without limitation to rust, change in color, texture or finish, wear and tear, and gradual deterioration.
- (e) Damage to the Product caused by war, terrorism, fire, accident, natural disaster, intentional or accidental misuse, abuse, neglect or improper maintenance, and use under abnormal conditions.
- (f) Damage to the Product caused by improper installation, improper connection or malfunction of an external peripheral device such as printer, optical drive, network card, or USB device, etc.
- (g) Damage to the Product caused by an external electrical fault or any accident.
- (h) Damage to the Product resulting from use outside of the operation, storage parameters, or environment detailed in the User's Manual.
- (i) Damage to the Product caused by third party software or virus(es); or there is software loss or data loss that may occur during repair or replacement.
- (j) Inability to use the Product due to forgotten or lost security passwords.
- (k) Damage to or inability to use the Product caused by contamination with hazardous substances, diseases, vermin, or radiation.
- (l) Fraud, theft, unexplained disappearance, or damages/detrimental circumstances caused by a willful act of the customer.
- (m) Damage to or inability to use the Product caused by installing and using the Unlock Device App, which is a utility that will unlock your Product's boot loader but will render the Warranty null and void.

9. Limitation of Liability

Except as provided in this warranty and to the maximum extent permitted by law, EVOLVE III is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; damage to or corruption of data; or any indirect or consequential loss or damage whatsoever caused including the replacement of equipment and property, any costs of recovering or reproducing any data stored on

or used with the Product. The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional and gross negligent acts and/or omissions by EVOLVE III. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; to the extent such jurisdiction is governing this Warranty the above limitations do not apply to You.

10. Privacy

It is necessary for EVOLVE III to collect, transfer, and process personal data in order to facilitate the requested service; and for this purpose, your data may be transferred to and processed in any country where EVOLVE III or its affiliated companies maintains offices. EVOLVE III will use and protect your personal data at any time and in any country.

11. Out-of-Warranty Cases

Returning the Product to the EVOLVE III Repair Center during the Warranty Period does not automatically mean that it will be repaired or replaced free of charge. Upon receiving Your Product, EVOLVE III reserves the right to check the validity of Your Warranty and Your request for Warranty service. If the Warranty Period has lapsed or if any of the exclusions in section 6 apply, Your request will be deemed out of warranty (“OOW”).

If Your service request is OOW, a Service Charge List with an offer for repair will be provided to You, which You may accept or reject. If You accept the repair we will provide You with an invoice for the repair labor, spare parts and other costs stated in the Service Charge List. You must pay the invoice within 4 weeks of the invoice’s date of issue. The repair will only be completed after the invoice is settled.

12. Abandoned Property

After Your Product has been repaired/replaced, or if You do not agree to the repair offer, EVOLVE III will return your repaired product /product replacement via the agreed RMA method. If You do not pick up Your Product, or if delivery is not possible at the address provided by You, EVOLVE III will send You a notice at the address You provided when requesting the service. If You still fail to pick up the Product within a period of 90 days from sending the notice, EVOLVE III reserves the right to claim damages from you, including the cost of storage; to dispose the product in accordance with the applicable laws and regulations; and any statutory right of lien for unpaid charges.

EVOLVE III contact details

This limited warranty is provided by:

EVOLVE 3 Holdings Pty Ltd



warranty@evolvethree.com.au

info@evolvethree.com.au