



Policy: Dead On Arrival (DOA) Product: System Failure Out of the Box

Applicable To: **Distributor, VAR (Value Added Reseller) or Original Purchaser of Motion Computing Tablets**

Date: April 17, 2009

Policy Scope

Effective immediately, Motion™ will use the following guidelines for DOA product reporting, verification and resolution.

This DOA policy applies to Motion Computing-branded mobile computing hardware platform products currently offered on Motion Computing's website. As new products are offered, Motion reserves the right to determine whether or not this policy applies. This DOA policy does not apply to any items internal to the unit (including, but not limited to boards, drives LCD's, etc.), peripherals, 3rd party products that do not bear the Motion brand name or units that have been re-imaged, have had 3rd party components installed or have incurred customer induced damage. Please contact the 3rd party manufacturer directly for any product issues relating to non-Motion product(s).

DOA decisions are at the sole discretion of Motion Computing and shall be final. This policy is subject to change with 30 days notice.

Definition

"DOA" is defined as Dead on Arrival. If a Motion Computing-branded tablet shows symptoms of a hardware failure, preventing basic operation upon its first use out of the box, then it may be deemed DOA.

Reporting; Resolution

If you purchased your product directly from Motion Computing and believe it to be DOA, please call Motion Technical Support at 1-866-322-9783 opt. 9 within 5 business days of your receipt of the product. Motion Technical Support will process the request to get the tablet in house to determine whether the product is DOA and upon such determination offer you the following options:

- **Replacement:** The same product that you ordered from Motion Computing will be shipped to you at Motion's expense. The replacement is limited to the original unit configuration as it shipped from Motion Computing. Replacement tablets are placed on Motion Computing's standard 14 business day lead time for build and delivery.
- **Service:** You may have the product repaired; however, once serviced, the product is no longer eligible for DOA replacement.

If you purchased your product from a Motion authorized distributor or VAR and believe that it is DOA, please call your distributor or VAR within 5 business days of your receipt of the product. They will contact Motion Technical Support who will process the request to get the tablet in house to determine whether the product is DOA and upon such determination offer you one of the above replacement or repair options.

Product must be deemed DOA by Motion Computing within 8 business days of your receipt of the product in order to receive a replacement unit.

Other Terms and Conditions

If the tablet is reported as DOA to Motion Computing more than (i) 5 business days after you receive it or (ii) 45 days from the date Motion shipped the product, whichever is earlier, Motion's standard product warranty shall apply. If the product is deemed by Motion Computing **NOT** to be DOA, Motion's standard product warranty will apply. Shipping will be arranged at Motion's expense for all products determined by Motion Computing to be DOA. Motion reserves the right to test the returned DOA product. You must provide a proof of purchase and return all consumables with the product.

Note: If the condition of the product is misrepresented by the customer, Motion may impose a \$159 handling fee and the product will be returned to you at your expense.