

COMARK Optional Mobility Extended Service Plan

Offered in a 1, 2, or 3 year plan, our optional Mobility Extended Service Plan allows you to purchase the extended coverage best suited to your needs and budget at the time of purchase for products that fall under the COMARK Mobility Solutions product line. Our customers take great comfort in the knowledge that their investments in COMARK products are backed by our commitment to excellence, our promise of satisfaction, and our exclusive Mobility Extended Service Plan.

COMARK's Mobility Extended Service Plan provides customers with the option to extend the COMARK Standard Manufacturer's Warranty coverage (against defect in materials or workmanship) to include damage caused by regular usage or accidental breakage of your COMARK Mobility Solutions product. Products covered by the Mobility Extended Service Plan will be repaired or replaced free of charge as defined.

- A. Mobility Extended Service Plan coverage includes normal wear and tear, cracked plastics, broken screens, keypads, wireless network adapters, FLASH-based solid-state data storage devices, connectors/ports, and other components damaged through regular usage or accidental breakage.
- B. Mobility Extended Service Plan coverage extends to one incident of CPU or LCD and Touchscreen replacement, per unit, per contractual year.
- C. Mobility Extended Service Plan must be purchased within 30 days of the original product purchase. Mobility Extended Service Plans are available for 1, 2, or 3 year periods of coverage and may not be combined or renewed.
- D. COMARK reserves the right to replace any product that has been discontinued from its product line with a replacement product of comparable value and function while supplies last, or issue a prorated refund of the Mobility Extended Service Plan coverage.
- E. Any replacement product (in whole or in part) is at the sole discretion of COMARK.
- F. The Mobility Extended Service Plan expiration date of the entire product does not change if an individual component is replaced or repaired. The remaining Service Plan period is still in effect.

- G. COMARK will cover all freight charges (Ground domestic US only), for the return of all products covered under the Mobility Extended Service Plan. Any costs incurred in shipping the products to COMARK are excluded from the Mobility Extended Service Plan coverage.
- H. At the discretion of COMARK, the following are excluded from Mobility Extended Service Plan coverage:
- Any cosmetic damage not affecting the operation of the product.
 - Any damages through intentional acts or misuse.
 - Any damages due to connection to improper power sources.
 - Any damages as the result of a vehicular accident.
 - Any damages by operation or storage of product outside its stated environmental specifications.
 - Any damages attributable to an act of war (*declared or otherwise*), terrorism, or natural disaster.
 - Products that are modified or repaired by non-COMARK authorized personnel.
 - Products with a serial number label that is missing, defaced, modified or altered in any manner.
 - Products with a warranty label that has been removed, defaced, modified or altered in any manner.
 - *Warranty label must remain intact for Mobility Extended Service Plan contract to be deemed valid. Removal of this label is considered to be a breach of contract for that specific product and will no longer be covered by the provisions in this agreement.*
 - All consumable items; such as batteries, ac adapters, power cords, screen protection films, logo badges, labels, cleaning cloths, carry cases, cables, straps, belts, holsters, styluses, tethers, and harnesses and any other options and accessories not listed above.
 - Missing doors or port covers.
 - Any damages due to improper packaging, handling or shipment of product by the licensee and / or their agents.

COMARK disclaims any optional extended service plans, express or implied, whether of merchantability of fitness for a particular use, except as expressly set forth herein. The sole obligation of COMARK under this limited optional Mobility Extended Service Plan for COMARK Mobility Solutions shall be to repair or replace the covered product, in accordance with the terms set forth herein. COMARK expressly disclaims any lost profits, general, special, indirect or consequential damages which may result from breach of any Mobility Extended Service Plan, or arising out of the use or inability to use any COMARK product.