

Autodiagnos™ Pro Limited Warranty

(Applies only to equipment owned and operated in US and Canada)

1. CONTINENTAL AUTOMOTIVE SYSTEMS WARRANTY

This is to certify that Continental Automotive Systems (Continental) warrants to the first retail purchaser only, the described new product manufactured by it to be free from defects in materials and workmanship, when properly maintained, under normal use and service for a period of ONE YEAR. All kitted peripherals and spare parts supplied by Continental have a 90-day warranty. Hardware components replaced under warranty will carry the balance of the original warranty or for 90 days; whichever is longer.

This warranty includes the reasonable cost of parts and materials as well as non-overtime labor. Continental shall be the sole judge of whether failure is warrantable. Continental is not responsible for the costs associated with repairs needed due to improper use or a lack of required maintenance to include maintaining software updates. Continental's objective is to provide a timely turn-around of the covered product requiring warranty repair.

2. PURCHASER'S REMEDY

Purchaser's sole and exclusive remedy under this warranty shall be limited to the repair or replacement, at Continental's option, of any defective part of the product. The End-user / Purchaser shall call Continental Technical Support who will assist Purchaser in verifying and diagnosing the problem and, if deemed necessary, replacement components shall be arranged for and ship to the End-User/ Purchaser.

3. DURATION

Hardware is warranted for one year from date of purchase by the End-User / Purchaser. Peripherals and kitted accessories carry a 90-day warranty from the date of purchase by the End-User / Purchaser. Components replaced under warranty will carry the remainder of the original warranty or for 90 days; whichever is longer.

4. PURCHASER'S DUTIES

- a. Create an account and register the product with Continental upon receipt of the product.
- b. Transportation Expense: Transportation expenses for authorized warranty repairs to and from Continental and of their warranty repair center are to be borne by the Continental and or their agent.

- c. Notice of breach: End-User / Purchaser shall give written notice to Continental of any alleged refusal or failure of Continental to repair or replace as promised by this warranty no later than fifteen days after the End-User / Purchaser learns of such alleged failure or refusal.

5. DISCLAIMER

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6. EXCLUSIONS

The warranty and obligations stated here shall not apply to:

- a. Any product not registered with Continental.
- b. Any product repaired or altered without prior approval of Continental so as to affect adversely its stability or reliability.
- c. Any product subjected to misuse, abuse or accident as well as products used in a manner contrary to written instructions or normal operating procedure; to include maintaining the tool at the current software/firmware level.
- d. Any visible damage to product during original shipment or subsequent shipments to Continental's facility for service.
- e. Portions of products which are subject to warranties, if any, given by their manufacturers. Continental does not adopt these warranties.
- f. Parts, accessories or other items manufactured by others which are used or installed on the product as a result of Purchaser's specifications.
- g. Used items furnished by the Purchaser for installation on the product.
- h. Items which are not defective but must be replaced during the warranty period as a result of fair wear and tear or scheduled maintenance to include software and firmware updates.
- i. Spare parts sold will be under a limited 90-day warranty.

7. EXCLUSION OF LOST PROFITS AND OTHER CONSEQUENTIAL DAMAGES

Continental and its agents will have no liability for any lost profit, cargo loss, usage loss or other consequential damages alleged to have been caused by any defect in the product or any failure of Continental and its agents to meet any obligation under this agreement including the obligation to repair and replace set forth in Paragraph 2.

8. LIMITATIONS OF ACTIONS

No action for breach of this warranty shall commence more than one year after the accrual of the cause of action.

9. MERGER

This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representations, except warranty extensions, if any, in writing as applicable.

10. NO ORAL MODIFICATIONS OR WAIVERS

No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized official of the parties.

11. GOVERNING LAW

This warranty and the rights and duties of the parties under this warranty shall be governed by the law of Michigan, the state of the Continental's principle place of business.

Continental Automotive Systems, Inc.
1 Continental Drive
Auburn Hills, MI 48326

12. OBTAINING WARRANTY SUPPORT

Before submitting a warranty claim, Continental requires you, the first retail purchaser, to contact our technical support team for assistance. Any warranty return that is not accompanied by a valid return authorization (RMA) will not be accepted for warranty consideration. Valid warranty claims within the first 30 days are to be processed through the point of sale. Warranty claims not processed through the point of sale and any other product related questions should be addressed directly to Continental at:

1-800-265-1818
(Monday – Friday 8:00 AM – 5:00 PM ET)
techsupport-us@continental.com