

# RHINO warranty statement

RHINO Mobility LLC ("RHINO ") warrants that RHINO 's devices and accessories (the "Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase to the first purchasing organization and continuing for a period of twelve (12) months thereafter.

## What is not covered?

This Limited Warranty is conditioned upon proper use of the Products. This Limited Warranty does not cover:

- Defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical, or electromechanical stress.
- Scratches, dents, and cosmetic damage, unless caused by RHINO .
- Defects or damage resulting from excessive force or use of a metallic object when pressing on a touch-enabled screen.
- Equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered, or made illegible.
- Ordinary wear and tear.
- Defects or damage resulting from the use of the Products in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by RHINO .
- Defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by RHINO .
- Defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source.
- Defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Products.
- Products used or purchased outside the United States unless through an authorised distributor or via RHINO Mobility directly.
- ANY defect if proof of tampering through the misplacement or damage of anti-tamper elements inside the device, or through evidence of water ingress through moisture detection elements inside the device.

This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if:

- The battery has been charged by a battery charger not recommended or approved by RHINO for charging the battery;
- Any of the seals on the battery are broken or show evidence of tampering; or
- The battery has been used in equipment other than the RHINO device for which it is specified.

Software is provided "as is" with no warranty unless agreed in writing with the customer. Any issues with the software as provided may be reported by [contacting support](#), following which the reported will be investigated and if deemed applicable, will be resolved, if possible, in a future software update not limited to any specific timeframe.

## What are RHINO 's obligations?

During the applicable warranty period, provided the Products are returned in accordance with the terms of this Limited Warranty, RHINO will repair or replace the Products, at RHINO 's sole discretion, without charge. RHINO may, at RHINO 's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Products, or may replace Products with rebuilt, reconditioned, or new Products. Repaired/replaced cases, pouches, and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Products or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards, and equipment shall become the property of RHINO . Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

## **What must be done to obtain warranty service?**

To obtain service under this Limited Warranty, you must return the Products to an authorized service facility in an adequate container for shipping, accompanied by:

1. the serial number/IMEI of the Products,
2. a sales receipt or comparable proof of sale showing the original date of purchase, and
3. and the fully completed Return Merchandise Authorization ("RMA") form. The correct and responsible shipping of the Product is the sole responsibility of the customer, and RHINO cannot be held responsible for damage caused in transit.

To obtain assistance on where to deliver the Products and to request an RMA form, please [contact support](#). If RHINO determines that any Products are not covered by this Limited Warranty, you are responsible for all parts, shipping, and labor charges for the repair or return of such Products.

You should take and keep a separate backup copy of any digital contents of the Products before delivering the Products to RHINO for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service. RHINO will not be responsible for loss of data before, during, or after warranty service.

You should not provide chargers, cables or any other accessories in the package sent to RHINO unless part of the warranty claim, as these items may not be returned.

## **What are the limits on RHINO 's liability?**

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF RHINO'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL RHINO BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS, OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

RHINO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCTS, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR

EQUIPMENT WITH THE PRODUCTS, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCTS DISTRIBUTED BY RHINO OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER, OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Products instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative, or distributor is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations, or otherwise, on behalf of RHINO regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

## **What is the procedure for resolving disputes?**

ALL DISPUTES WITH RHINO ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Products or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Florida, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty. This arbitration provision also applies to claims against RHINO 's employees, representatives and affiliates if any such claim arises from the Products' sale, condition or performance.

## **Severability**

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

## **Contact Us**

RHINO can be contacted at the following address:

Rhino Mobility  
2057 Coolidge Street  
Hollywood, FL 33020  
Attn: Ali Webster  
Email: [legal@socialmobile.com](mailto:legal@socialmobile.com)