

BOSCH LIMITED WARRANTY
APPLICABLE TO THE UNITED STATES AND CANADA

Bosch Automotive Service Solutions (“**Bosch**”) warrants to the original retail buyer (“**Buyer**”) that the products listed below (“**Products**”) to be free from defects in material or workmanship in accordance with the following:

LIFETIME LIMITED WARRANTY

OTC Encore – for Buyers who purchase and continuously maintain without interruption an OTC Encore software subscription.

ONE YEAR LIMITED WARRANTY

OTC Encore standard warranty – for Buyers who purchase and do not continuously maintain without interruption an OTC Encore software subscription.

90 DAY LIMITED WARRANTY

Refurbished OTC Encore Units

Rechargeable Batteries, Cables, Adapters and Power Supplies

EXCLUSIONS AND RESTRICTIONS

- This warranty is only valid to the original purchaser of the Product and is not transferable to subsequent owners of the Product.
- The warranty period commences as of the date of registration by the Buyer. Buyer must register the Product within thirty (30) days of purchase.
- All warranty claims must be made within the warranty period and proof of purchase must be supplied.
- In order to be eligible for the Lifetime Limited Warranty for the OTC Encore Product, the Buyer must register the OTC Encore Product and purchase and continuously maintain without interruption an OTC Encore software subscription.
- The Lifetime Limited Warranty will cover the OTC Encore Product for the reasonable useful life of the Product.
- As part of the Lifetime Limited Warranty, Bosch will provide a commercial offer to transition to another product platform at such time as the Buyer’s OTC Encore Product has reached its useful life or the OTC Encore Product platform is discontinued.
- This warranty does not cover consumable items, including, without limitation, such as non-rechargeable batteries.
- This warranty does not cover the cost of freight to return the Product to Bosch.
- This warranty does not cover any Product that has been abused, altered, opened, worn out, contaminated, used for a purpose other than that for which it was intended, or used in a manner inconsistent with instructions regarding use. This warranty does not cover battery leakage.
- The sole and exclusive remedy for any Product found to be defective is repair or replacement, at the option of Bosch.
- The existence of a defect shall be determined by Bosch in accordance with procedures established by Bosch.
- This warranty only covers products manufactured by Bosch. Bosch will pass through to the original purchaser all manufacturers warranties. For all products manufactured by third parties, please see the original manufacturer’s warranty for details.
- No one is authorized to make any statement or representation altering the terms of this warranty.

DISCLAIMER

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOSCH BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. Some states do not allow limitations on how long implied warranties last, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives the original retail buyer specific legal rights, and the original retail buyer may have other rights, which vary from state to state.

SOFTWARE

Products may contain an End User License Agreement (EULA) that sets forth specific terms and conditions, including warranties, relating to the Product software. Product software is proprietary, confidential information protected under copyright law. Users have no right in or title to Product software other than a limited right of use revocable by Bosch. Product software when correctly installed, will execute its programmed instructions. Bosch does not warrant that software will operate uninterrupted or error-free. Product software may not be transferred or disclosed without the written consent of Bosch. Product software may not be copied except in ordinary backup procedures.

TECHNICAL SUPPORT

If you have any questions on the operation of the Product or prior to sending in a Product for repair, please call Bosch Technical Support at (888) 789-2602.

MISCELLANEOUS

This warranty shall be governed by and construed in accordance with the laws of the State of Michigan U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Bosch reserves the right to amend this warranty policy as required.