



## Alientech Hardware Warranty

Thank you for buying an Alientech Product. Hereinafter, the term "Product" identifies one of the following goods to which the Warranty is related:

- KESS3 tool
- ECM Titanium USB dongle
- Powergate3+ tool

**ATTENTION: By installing and using the Product, You give Your full acceptance to these Hardware Warranty conditions. You are therefore invited to read this document carefully before proceeding with these operations.**

### What is covered by this warranty

Alientech S.r.l., with registered office in Via dei Cordari 1, Trino, Italy, (hereinafter "Alientech srl") warrants the hardware of the Product and any related accessories against conformity defects, or defects that are directly attributable to Alientech srl, for a period of **24 (twenty-four) months from the date of Product registration**, where applicable, or from the date of purchase of the Product, provided that the Product is used in accordance with the instructions contained in the User Guide, Operating Manuals integrated in the software (where provided), or any other technical documentation provided by Alientech srl.

By "lack of conformity or non-conformity", for the purposes of this warranty, is meant:

- Operating defects not detected at the time of delivery but occurring during the use of the Product, when attributable to a manufacturing, material or workmanship defect.
- Lack of correspondence between what was ordered and what was received at the delivery due to incorrect shipping or discrepancy between what was promoted and advertised by Alientech srl and what was received.

If You are a dealer, You may request the remedies available under this Warranty directly from Alientech srl or one of its subsidiaries or affiliates, even for defects reported by Your customers. A purchaser who is also the end user can request the remedies available under this Warranty directly from Alientech srl, even if the Product was purchased through an authorized dealer.

All claims submitted under the Alientech Warranty will be governed by the terms and conditions set forth in this Warranty.

In addition, Alientech srl will provide You with access to the Technical Support Service through the Ticket Portal at <https://support.alientech.to>, subject to the terms and conditions therein specified. Some services may be subject to subscription.

### What is NOT covered by this Warranty

This Warranty does not apply:

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- a) To damages or defects caused by normal wear and tear of the Product.
- b) To damages resulting from the use of the Product with hardware not supplied by Alientech srl.
- c) To damages caused by fire, liquid contact, earthquake or other external causes.
- d) To accidental damages or damages caused by operating the Product in conditions not compliant with the User's Guide specifications, Operating Manuals instructions and / or other Product guidelines provided by Alientech srl, and misuse.
- e) To damages due to improper installation, problems with electrical power supply or interference with other hardware or software.
- f) To damages caused by service not performed by Alientech srl.
- g) To Products and / or accessories that has been modified without Alientech srl written permission.
- h) If any serial number has been intentionally removed or made illegible from the Product.
- i) To stolen Products or that can reasonably be considered as such by Alientech srl according to the information received from relevant public authorities.

## User responsibilities

**IF YOUR ALIENTECH PRODUCT IS CAPABLE OF STORING FILES, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON YOUR PRODUCT'S STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.**

Before submitting your Product for warranty service, You should make separate backup copy of the contents of its storage media. **WARNING: The contents of your Product's storage media may be erased and / or reformatted in the course of service, with consequent losses of data that will not be possible to restore without such a backup copy.** Alientech srl will not be liable for the cancellation or possible loss of data stored in the Product's storage media subject to warranty service.

Following warranty service, your Product or a replacement product will be returned to You as Your Product was configured when originally sold, subject to applicable updates. Alientech srl may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software.

**Do not open nor disassemble the Product or its accessories. Opening the Product or its accessories will void the warranty.**

You must report any lack of conformity to Alientech srl within 2 (two) months from the date of its discovery, under penalty of forfeiture of the warranty on the Product. The report must be submitted through the Technical Support Service, using the Ticket Portal available at <https://support.alientech.to>. In this case, the date indicated in the email containing the ticket identification number shall be considered as the official date of the report between the parties; You are therefore requested to retain this email carefully. You can also send your claim by registered mail with return receipt or by certified e-mail to [alientechsrl@legalmail.it](mailto:alientechsrl@legalmail.it) stating the reasons for the complaint.

A valid invoice or other fiscally valid proof of purchase is a mandatory requirement for claiming warranty coverage.



## How to obtain warranty service

To access the Alientech Warranty, You must submit a request to Alientech srl's Technical Support Service through the Ticket Portal at <https://support.alientech.to>.

Alientech srl's Technical Support Service, through the Ticket Portal, will ask You questions designed to better diagnose the problem and, if necessary, will authorize the return of the Product by sending You an RMA (Return Merchandise Authorization) form, along with the instructions and required documentation for the return procedure.

The documentation downloaded via the link provided by the Technical Support Service (such as the RMA form, Delivery Note or Proforma Invoice) must be prominently affixed to the packaging and included inside the parcel containing the Product, in accordance with the instructions provided. Alientech srl reserves the right not to accept, inspect, or repair any goods accompanied by incomplete or non-compliant documents; in such cases, the goods will remain on hold at the Logistics Department until the documentation is properly regularized.

The Product must be returned with all its accessories, if any, only if expressly requested by the Technical Support Service.

## What Alientech srl will do in the event of a warranty claim

If You submit a valid claim under this Warranty, Alientech srl will, at its sole discretion, proceed as follows within a reasonable period of time and without causing significant inconvenience to You:

- i. **Repair the Product;** or:
- ii. **Replace the Product** with one that has similar functionality, if a repair is not possible or would be unduly burdensome.

Under no circumstances Alientech srl will be liable for a value greater than the purchase price of the Product.

Under no circumstances shall a minor defect entitle You to terminate the purchase contract.

A Product repaired or replaced assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for You.

Alientech srl does not cover inbound shipping costs of the Product. You must bear all costs related to proper packing, freight, and customs duties, if You reside in a country not belonging to the European Union. Only if You qualify as a Consumer, as defined in Article 3 of Legislative Decree 206/2005 (Italian Consumer Code), Alientech srl will pay for shipping the Product to and from your location.

If You reside in a country that does not belong to the European Union, the shipment of a Product subject to a warranty service may be subject to import taxes, customs duties and fees which are levied once the delivery reaches Your destination country. Any additional charges for customs clearance must be fulfilled by You, except as provided above if You are to be considered a Consumer. Alientech srl has no control over these charges, nor can predict what they may be. Customs policies vary widely from country to country; You should contact Your local customs office for further information.

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You declare to be aware that cross-border shipments may be subject to opening and inspection by customs authorities.

For any Product that, when received and tested, is detected working properly You will be requested to pay a fee of 30.00 Euros for handling costs, in addition to shipping cost and any applicable customs duties.

For Products not covered by warranty – that is, in cases where the warranty has expired or the damage is not attributable to Alientech srl (for example, due to improper use, accidental damage, or unauthorized modifications) – Alientech srl will contact You by email to provide information about the cost of the repair or replacement and methods of payment. The goods will not be processed until receipt of Your written acceptance of the repair or replacement cost and the corresponding payment.

If You do not accept the cost of the Product repair, You will still be required to pay a handling fee, in addition to shipping costs and any applicable customs duties.

## Limitation of liability

Alientech srl does not warrant, represent or undertake that it will be able to repair or replace any Product under this Warranty without risk to and / or loss of files and / or data stored on the Product's storage media.

Under no circumstances Alientech srl can be held liable for:

- Any losses not arising from Alientech srl's violation of the provisions of this Warranty.
- Any loss or damage not reasonably foreseeable at the purchase of the Product.
- Trading losses of any kind and nature, loss of profits, loss of data or loss of opportunity, including third parties.
- Any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of benefits or profits, loss of data, business interruption or any other commercial damages or losses, third party claims, personal injury or breach of due diligence obligations, even if Alientech srl, its subsidiaries and affiliates or a representative of Alientech srl has been advised of the possibility of such damages, loss, claim or cost.

The foregoing limitations and exclusions apply to the maximum extent permitted by the applicable laws in Your jurisdiction.

## Protection of personal data

Alientech srl will retain and use Your information in accordance with its Privacy Policy. You can view Alientech Privacy Notice at <http://www.alientech-tools.com/Legal/>.

## General

No Alientech srl dealer is authorized to modify, extend, or supplement this Warranty.

If any provision is found to be unlawful or unenforceable, it shall be severed from this Warranty, and the legality or enforceability of the remaining provisions shall not be affected.

This Warranty is translated from Italian for local requirements only: in the event of a dispute between the Italian and any non-Italian versions, the Italian version of this Warranty shall prevail.

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This Warranty is governed by and construed in accordance with the laws of Italy. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980 is expressly excluded and does not apply to this Warranty.

This Warranty was last updated on May 20, 2025.