

# MAXELL MULTIMEDIA LCD PROJECTOR LIMITED WARRANTY

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS, EXCEPTIONS, EXCLUSIONS AND DISCLAIMERS FOR SPECIFIED MAXELL LCD PROJECTOR PRODUCTS. PLEASE READ THIS DOCUMENT CAREFULLY.

**1. Limited Warranty.** Congratulations on your purchase of a Maxell Corporation of America ("Maxell") multimedia LCD projector product (the "Projector"). Maxell warrants only to the original end user purchaser of the Projector (the "End User") who reside in the geographical territories specified in Appendix 1 below (the "Territories") that the Projector, and the components, accessories, lamps and optical assemblies incorporated into or accompanying such Projector (each, a "Component"), will be free from defects in materials and workmanship during the applicable Limited Warranty periods specified in Appendix 1 below (each, a "Limited Warranty Period") subject to the terms, conditions, exceptions, exclusions and disclaimers set forth herein. The applicable Limited Warranty Periods for the Projector and its Components begin on the date the End User originally purchases the Projector from an authorized Maxell dealer located in the Territories. This Limited Warranty extends to the End User only and cannot be transferred to another individual or organization.

**2. Conditions and Exceptions to Limited Warranty.** The following are conditions and exceptions that apply to this Limited Warranty:

- a. Accessories referenced in Appendix 1 below include Projector accessory parts only and the Limited Warranty Period for such Projector accessories will be effective only for the Accessory Warranty Period specified in Appendix 1 below. Batteries included or required in Projector accessories are specifically excluded from coverage under this Limited Warranty.
- b. The duration of the Limited Warranty Period for the original lamp included as a Component in the Projector is specified in Appendix 1 below.
- c. The Limited Warranty Period for the Projector's Optical Assembly, which includes the Dichroic Optics Unit and the Lens / Prism Assembly, is effective only during the Optical Assembly Warranty Period specified in Appendix 1 below. If, within the Optical Assembly Warranty Period, the Optical Assembly requires replacement or otherwise qualifies for coverage, but the Projector has exceeded the maximum hours of use specified in Appendix 1 below, Maxell will cover the cost of labor, but not the cost of the Component that requires replacement.
- d. Except as provided in Section 2(b) above with regard to the Projector's original lamp, any repaired and/or replaced Projector and/or Component shall be warranted only for the remainder of the original Limited Warranty Period for such Projector and/or Component.

**3. General Warranty Exclusions.** This Limited Warranty shall not apply and Maxell shall have no warranty obligations to the End User hereunder if in Maxell's judgment or determination any of the following has occurred:

- a. The End User or any third party has modified, repaired or attempted to modify or repair the Projector without obtaining Maxell's prior written authorization;
- b. The Projector's original identification markings (e.g., serial number) have been removed, defaced or altered;
- c. The Projector was damaged or malfunctions due to accident, disaster, abuse, improper use, mishandling, mispackaging, shipping, exposure to dust and/or smoke, or electrical shock and/or power surges;
- d. The Projector was not installed on a system configured as specified in the user's manual or was otherwise improperly installed;
- e. The Projector was subjected to operating conditions outside of the range specified in the user's manual or this Limited Warranty;
- f. The Projector was subjected to "Excessive Use," which means that, on average, the Projector was in use for more than 8 hours per day during the applicable Limited Warranty Period; or
- g. The End User or any user of the Projector failed to follow the owner's manual, including, without limitation, the manual's instructions regarding the proper handling, operation, service and/or maintenance of the Projector.

**4. Specific Warranty Exclusions.** In addition, this Limited Warranty does not cover normal wear and tear of the Projector, including, without limitation, image burn-in or scratches or marks on the surface of the projector's lens and/or cabinet. Please also note the following warranty disclaimers and exclusions:

- a. The specifications of the Projector may not meet, and are not warranted to satisfy, the requirements of professional or high-end home theater applications.
- b. Some USB-based source/storage devices may not be recognized by the Projector for a variety of possible reasons, including, without limitation, data encryption, data compression, HUB interfaced memory, non-compatible versions of the USB standard, inappropriate class definition of memory, or otherwise.
- c. The wireless performance specifications of the Projector are defined based on optimal operating conditions and configurations, and actual performance may vary depending on the characteristics of the applicable computer (both software and hardware), wireless/network performance and other such factors or variables.
- d. In certain Projectors, tiny dark pixels or bright pixels may continuously appear on the image. This pixel phenomenon is normal, does not indicate a malfunction, and is not a warranted defect.
- e. In certain Projectors, black or very dark signals may be reproduced with some non-black hues. This color reproduction phenomenon is normal, does not indicate a malfunction, and is not a warranted defect.

f. In certain Projectors, the infrared remote may not work properly or may work only intermittently as a result of interference from fluorescent light ballasts or fixtures or usage in high brightness environments.

g. Due to the characteristics of short throw distance projectors, the tolerance of focus performance, image distortion and drift may vary more widely than with non-short throw distance projectors, and their use with uneven screen surfaces may lead to increased image distortion and unbalanced focus issues.

**5. Warranty Claims, Projector Return Procedures and Remedies.** In the unlikely event that a Projector or Component thereof is believed to be defective during the applicable Limited Warranty Period, the End User should call 1-800377-5887. THE END USER MUST PRESENT A VALID PROOF OF PURCHASE IN ORDER TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY. To prevent damage during shipping, any Projector or Component returned for service must be securely packaged in the original packaging or equivalently secure packaging. Damage resulting from the End User's failure to securely package and ship the Projector or Component will void all applicable warranties. Maxell will not be liable under any circumstances for any damage to, or loss of, any Projector or Component during shipping or transit and recommends that the End User procure appropriate shipping insurance. The End User's failure or refusal to return to Maxell a Projector or Component (including, without limitation, any Projector lamps, when applicable) that is the subject of a Limited Warranty claim will void all applicable warranties. After receipt of the Projector or Component and such dated proof of purchase, Maxell will inspect the Projector. If Maxell confirms the existence of a defect covered by this Limited Warranty, Maxell will, at its sole option, either ship to the End User the repaired Projector or Component or replace the Projector or Component with a new or reconditioned Projector or Component with comparable or greater specifications. If Maxell determines no appropriate replacement Projector or Component is available, Maxell may, at its sole discretion and option, take title to the Projector in consideration of a refund of the End User's original purchase price for the applicable Projector. MAXELL'S ENTIRE LIABILITY AND THE END USER'S EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If Maxell repairs or replaces a Projector or any Component under this Limited Warranty, any Projector or Components replaced will automatically become Maxell's property. If Maxell replaces a Projector or Component under this Limited Warranty, or if Maxell refunds the End User's original purchase price for the applicable Projector, any Projector or Component returned to Maxell as part of such replacement or refund process will automatically become Maxell's property. Except to the extent otherwise stated in Section 2 of this Limited Warranty, any repaired or replaced Projector or Component shall be warranted only for the remainder of the original Limited Warranty Period applicable to such Projector or Component.

**6. DISCLAIMERS OF ALL OTHER WARRANTIES.** MAXELL MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PROJECTOR OR ANY COMPONENT THEREOF OTHER THAN AS EXPLICITLY SET FORTH IN THIS LIMITED WARRANTY. NO MAXELL RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY WITHOUT MAXELL'S EXPRESS WRITTEN PERMISSION. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, MAXELL DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES. SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO EVERY END USER. NOTWITHSTANDING THE FOREGOING, IN THE EVENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DEEMED TO APPLY TO THE PROJECTOR OR ANY COMPONENT THEREOF, IT SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY PERIOD THEREFOR.

**7. LIMITATIONS ON LIABILITY; GOVERNING LAW.** THE MAXIMUM LIABILITY OF MAXELL, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PROJECTOR OR COMPONENT UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PROJECTOR BY THE END USER AND SHALL IN NO EVENT INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LOSS OF BUSINESS, EVEN IF MAXELL IS AWARE OR IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO EVERY END USER. THIS LIMITED WARRANTY CONFERS SPECIFIC LEGAL RIGHTS, INCLUDING CERTAIN OTHER RIGHTS THAT MAY VARY DEPENDING ON THE END USER'S JURISDICTION OF RESIDENCE. THIS LIMITED WARRANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE END USER'S JURISDICTION OF RESIDENCE.

## APPENDIX 1

### LIMITED WARRANTY PERIODS AND TERRITORIES

The Limited Warranty Periods below apply only to Projectors purchased on or after the Limited Warranty Effective Date specified below. If the Projector was purchased prior to such Limited Warranty Effective Date, please check the original Limited Warranty included in the Projector's original packaging or contact Maxell at 800-377-5887 for assistance in identifying the limited warranty applicable to such Projector. All Limited Warranty Periods below begin on the original date of Projector purchase by the original End User, as shown on the End User's original Projector receipt, invoice or other valid proof of purchase. "A-Stock" refers to new, factory-sealed Projectors. "B-Stock" refers to previously-owned or -sold Projectors that have been refurbished.

**Limited Warranty Effective Date:** October 1, 2019

**Territories:** The United States (including the District of Columbia and Puerto Rico, but excluding all other U.S. territories, commonwealths, possessions and protectorates) and Canada.

<i>Projector Model</i>	<i>Projector Warranty Period</i>	<i>Accessory Warranty Period</i>	<i>Lamp Warranty Period</i>	<i>Optical Assembly Warranty Period</i>
All models sold in A-Stock condition (except those specified below)	3 years*	60 days	90 days or 250 hours of use†	3 years*
All Projector Models sold in B-Stock condition except Laser models.	1 year*	60 days	90 days or 250 hours of use†	1 year or 500 hours of use*†
MC-EW4051 MC-EW3551 MC-EX4551 MC-EX3551	Subject to the terms and conditions of the Maxell Long Life LCD Projector Limited Warranty.			
Laser models (including B-Stock)	Subject to the terms and conditions of the Maxell SSL Source Projector Limited Warranty.			

\* Subject to the Excessive Use exclusion set forth in Section 3(f) of this Limited Warranty.

† Indicates the Limited Warranty Period ends when the first of the two specified time periods lapses or expires.

End User Support: 1-800-377-5887  
Technical Support Website: [www.maxellproav.com](http://www.maxellproav.com)