

MAXELL MULTIMEDIA LONG LIFE LCD PROJECTOR LIMITED WARRANTY

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS, EXCEPTIONS, DISCLAIMERS AND EXCLUSIONS APPLICABLE TO SPECIFIED MAXELL LONG LIFE LCD PROJECTOR MODELS. PLEASE READ THIS DOCUMENT CAREFULLY.

1. **Limited Warranty.** Maxell Corporation of America ("Maxell") warrants to original end user purchasers only ("End Users") who reside in the geographical territories specified in Table 1 below (the "Territories") that this Maxell long life LCD projector product (the "Projector") and the 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 Table 1 below 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. **Exceptions to Limited Warranty.** The following items are exceptions to this Limited Warranty:
 - a. Accessories referenced in Table 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 Table 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 for the Projector's lamp is specified in Table 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 Table 1 below. If, within the Optical Assembly Warranty Period, the Optical Assembly requires replacement or otherwise qualifies for coverage, but the applicable Projector has exceeded the maximum hours of use specified in Table 1 below, Maxell will cover the cost of labor, but not the cost of parts that require replacement.
 - d. Except as provided in Section 2(b) above and Section 5 below with respect to Projector lamps, all repaired and/or replaced Projectors and/or Components shall be warranted only for the remainder of the original Limited Warranty Period specified for such Projectors and/or Components in Table 1 below.
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:
 - 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 identification markings 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 user'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.

5. **Warranty Claims, Product 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 1-800-377-5887. 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, Projectors or Components returned for service must be securely packaged in the original shipping container or equivalently secure packaging. Projectors or Components must be returned with shipping charges pre-paid and accompanied by a copy of the End User's proof of purchase. Damage resulting from End User's failure to securely package returned Projectors or Components will void all applicable warranties. Maxell shall not be liable under any circumstances for any damage to or loss of any Projector or Component during shipping or transit and recommends that End Users procure appropriate shipping insurance. Maxell reserves the right to require the End User to return the Projector and/or Component (including, without limitation, any failed Projector lamp) that is the subject of the Limited Warranty claim to Maxell as a precondition to furnishing a repair or replacement of such Projector and/or Component. Upon receipt of any such Projector or Component, Maxell will inspect such returned Projector or Component. If Maxell confirms the existence of a defect covered by this Limited Warranty, Maxell will, at its sole option, either ship to 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 its issuance of a refund of the End User's original purchase price for the Projector. MAXELL'S ENTIRE LIABILITY AND END USER'S EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If Maxell repairs or replaces a Projector or Component under this Limited Warranty, any products or parts replaced during the repair process shall become Maxell's property. If Maxell replaces a Projector or Component under this Limited Warranty, or if Maxell refunds End User's original purchase price for the applicable Projector, any Projector or Component returned to Maxell as part of the process shall become Maxell's property. Except to the extent otherwise expressly stated in this Limited Warranty, all repaired or replaced Projectors or Components shall be warranted for the remainder of the original Limited Warranty Period.

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. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, MAXELL DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. 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 SPECIFIED IN TABLE 1 BELOW.

7. **LIMITATIONS ON LIABILITY: GOVERNING LAW.** THE LIABILITY OF MAXELL, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PROJECTOR UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT BY THE END USER AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF MAXELL IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR INDIRECT DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. 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 STATE OF THE END USER'S JURISDICTION OF RESIDENCE.

**TABLE 1
LIMITED WARRANTY PERIODS AND TERRITORIES**

The Limited Warranty Periods in Table 1 below apply to the Projector model(s) and components specified.

1. All Limited Warranty Periods below begin on the original date of purchase by the End User as shown on the End User's original product receipt or invoice.
2. "USA" refers to the fifty United States, the District of Columbia and Puerto Rico only, not including any other U.S. territories, commonwealths, possessions or protectorates.

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Territories: USA

Long Life Projector Model	Projector Warranty Period*	Accessory Warranty Period	Lamp Warranty Period* ^	Optical Assembly Warranty Period*
MC-EW4051 MC-EW3551 MC-EX4551 MC-EX3551	3 years	60 days	5 years or 10,000 hours of use, whichever occurs earlier	3 years

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

^ A Projector Lamp will be replaced under this Limited Warranty only if the Projector Lamp will not turn on prior to the expiration of the Lamp Warranty Period. Functioning Projector Lamps that still turn on during the Lamp Warranty Period will not be replaced or otherwise covered under this Limited Warranty notwithstanding a decline or degradation in perceived brightness or any measure of light output.

End User Support: 1-800-377-5887
Technical Support Website: www.maxellproav.com