

# MAXELL LECTURE CAPTURE COLLABORATION STATION LIMITED WARRANTY

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS, DISCLAIMERS AND EXCLUSIONS APPLICABLE TO MAXELL-BRAND LECTURE CAPTURE COLLABORATION STATION MODELS. PLEASE READ THIS DOCUMENT CAREFULLY.

**1. Limited Warranty.** Maxell Corporation of America ("Warrantor") warrants to original end user purchasers only ("End Users") who reside in the geographical territories specified in Appendix 1 below (the "Territories") that this Maxell-brand Lecture Capture Collaboration Station product (the "LCS") and the accessories incorporated into or accompanying such LCS (each, a "Component"), will be free from defects in materials and workmanship during the applicable Limited Warranty Periods specified in Appendix 1 below subject to the terms, conditions, exceptions, exclusions and disclaimers set forth herein. The applicable Limited Warranty Periods for the LCS and its Components begin on the date the End User originally purchases the LCS from an authorized Maxell-brand dealer located in the Territories. This Limited Warranty extends to the End User only and cannot be transferred to another individual or organization

**2. Important information regarding content stored on LCS.** It is the End User's responsibility to implement appropriate network security to protect the data on LCS and to ensure that all the content captured by LCS is downloaded to, and stored in, external storage devices. **Warrantor also recommends that the End User records LCS set-up configuration. When LCS are returned to Warrantor or its representatives for repair or replacement, LCS will be reset and all data on its hard disk drive will be deleted. It will not be possible to restore this data.**

**Warrantor accepts no responsibility or liability:**

- a. for any data lost as a result of the failure of the LCS, including data lost as a result of the resetting of its hard disk drive by Warrantor or its representatives;
- b. for any data (including personal data) lost or disclosed as a result of unauthorized access to the hard disk drive of LCS;
- c. for the loss of any recording opportunity;
- d. for any other incidental or consequential damages howsoever arising;
- e. for any legal obligations to protect personal information or privacy data;

**3. Exceptions to Limited Warranty.** The following items are exceptions to this Limited Warranty:

- a. Accessories referenced in Appendix 1 below include LCS accessory parts only and the Limited Warranty Period for such LCS accessories will be effective only for the Accessory Warranty Period specified in Appendix 1 below.
- b. All repaired and/or replaced LCS and/or Components shall be warranted only for the remainder of the original Limited Warranty Period specified for such LCS and/or Components in Appendix 1 below.

**4. General Warranty Exclusions.** This Limited Warranty shall not apply, and Warrantor shall have no warranty obligations to the End User hereunder if in Warrantor's judgment:

- a. The End User or any third party has modified, repaired or attempted to modify or repair the LCS without obtaining Warrantor's prior written authorization;
- b. The LCS's identification markings have been removed, defaced or altered;
- c. The LCS was damaged or malfunctions due to accident, disaster, abuse, improper use, mishandling, mispackaging, shipping, exposure to dust and/or smoke, exposure to rain, flooding or excessive humidity, moisture or other sources of water, or electrical shock and/or power surges;
- d. The LCS was not installed on a system configured as specified in the user's manual or was otherwise improperly installed;
- e. The LCS was subjected to operating conditions outside of the range specified in the user's manual or this Limited Warranty;
- f. The End User or any user of the LCS 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 LCS

**5. Specific Warranty Exclusions.** In addition, this Limited Warranty does not cover normal wear and tear of the LCS, including, without limitation, scratches or marks on the surface of the LCS's cabinet. Please also note the following warranty disclaimers and exclusions:

- a. The specifications of the LCS may not meet, and are not warranted to satisfy, the requirements of applications which exceed those covered in the User's Guide
- b. Some USB-based source/storage/touch-screen devices may not be recognized by the LCS for a variety of possible reasons, including, without limitation, data encryption, data compression, HUB interfaced memory, non-compatible versions of the USB standard/HID standard, inappropriate class definition of memory, or otherwise.
- c. The wireless performance specifications of the LCS 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

**6. Warranty Claims, Product Return Procedures and Remedies.** In the unlikely event that a LCS 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 DATED PROOF OF PURCHASE IN ORDER TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY. To prevent damage during shipping, LCS or Components returned for service must be securely packaged in the original shipping container or equivalently secure packaging. LCS 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 LCS or Components will void all applicable warranties. Warrantor shall not be liable under any circumstances for any damage to or loss of any LCS or Component during shipping or transit and recommends that End Users procure appropriate shipping insurance. Warrantor reserves the right to require the End User to return the LCS and/or Component that is the subject of the Limited Warranty claim to Warrantor as a precondition to furnishing a repair or replacement of such LCS and/or Component. Upon receipt of any such LCS or Component, Warrantor will inspect such returned LCS or Component. If Warrantor confirms the existence of a defect covered by this Limited Warranty, Warrantor will, at its sole option, either ship to End User the repaired LCS or Component or replace the LCS or Component with a new or reconditioned LCS or Component with comparable or greater specifications. If Warrantor determines no appropriate replacement LCS or Component is available, Warrantor may, at its sole discretion and option, take title to the LCS in consideration of its issuance of a refund of the End User's original purchase price for the LCS. WARRANTOR'S ENTIRE LIABILITY AND END USER'S EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If Warrantor repairs a LCS under this Limited Warranty, any products or parts replaced during the repair process shall become Warrantor's property. If Warrantor replaces a LCS or Component under this Limited Warranty, or if Warrantor refunds End User's original purchase price for the applicable LCS, any LCS or Component returned to Warrantor as part of the process shall become Warrantor's property. Except to the extent otherwise expressly stated in this Limited Warranty, all repaired or replaced LCS or Components shall be warranted for the remainder of the original Limited Warranty Period.

**7. DISCLAIMERS OF ALL OTHER WARRANTIES.** WARRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE LCS OR ANY COMPONENT THEREOF OTHER THAN AS EXPLICITLY SET FORTH IN THIS LIMITED WARRANTY. NO THIRD-PARTY RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, WARRANTOR 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 YOU. NOTWITHSTANDING THE FOREGOING, IN THE EVENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DEEMED TO APPLY TO THE LCS OR ANY COMPONENT THEREOF, IT SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY PERIOD SPECIFIED IN APPENDIX 1 BELOW.

**8. LIMITATIONS ON LIABILITY; GOVERNING LAW.** THE LIABILITY OF WARRANTOR, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE LCS 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 WARRANTOR 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.

## APPENDIX 1

### LIMITED WARRANTY PERIODS AND TERRITORIES

The Limited Warranty Periods in the table below apply to the LCS 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. "B-Stock" refers to previously-owned or -sold LCS that have been refurbished and offered for sale by Warrantor.

**Limited Warranty Publication Date: January 1, 2020**

**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**

LCS Models	LCS Warranty Period	Accessory Warranty Period
MA-XL1	3 years	60 days
MA-XL1 sold in B-Stock condition.	1 year	60 days

End User Support  
Technical Support Website

1-800-377-5887  
www.maxellproav.com