

MAXELL MULTIMEDIA LCD PROJECTOR LATIN AMERICA 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, Inc. ("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 reseller 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 not cover 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, exposure to rain, flooding or excessive humidity, moisture or other sources of water, 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 contact the authorized Maxell reseller from whom the End User purchased the Projector. 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, 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 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, the Projector or Component will be inspected. If the existence of a defect covered by this Limited Warranty is confirmed, the applicable authorized Maxell reseller 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 no appropriate replacement Projector or Component is available, the authorized Maxell reseller 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 AND THE APPLICABLE AUTHORIZED MAXELL RESELLER'S ENTIRE LIABILITY, AND THE END USER'S EXCLUSIVE REMEDY, FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If a Projector or any Component is repaired under this Limited Warranty, any Projector or Components replaced in connection with such repair will automatically become the property of the applicable authorized Maxell reseller. If a Projector is replaced under this Limited Warranty, or if the authorized Maxell reseller refunds the End User's original purchase price for the applicable Projector, any Projector or Component returned to the authorized Maxell reseller as part of such replacement or refund process will automatically become the property of such reseller. 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 JURISDICTIONS 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 JURISDICTIONS 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 in the table 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. "B-Stock" refers to previously-owned or -sold Projectors that have been refurbished by Maxell and offered for sale by the End User's authorized Maxell reseller.

Limited Warranty Effective Date: October 1, 2019

Territories: The following countries only: Argentina, Bolivia, Brazil, Chile, Columbia, Costa Rica, Ecuador, Guatemala, México, Nicaragua, Panamá, Perú and Uruguay.

<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 MP Series models.	1 year*	60 days	90 days or 250 hours of use†	1 year or 500 hours of use††
MP Series LED models and MP Series Laser models (including B-Stock)	Subject to the terms and conditions of the Maxell MP Series Latin America 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:	Please contact your authorized Maxell reseller.
Technical Support Website:	http://support.maxellproav.com/support

