

## **DEVVIEW ELECTRONICS LIMITED WARRANTY**

**Limited Warranty.** Subject to the exclusions and limitations contained herein, deView electronics, Inc. (“deView”), warrants all products sold by deView (“Products”) to be free from defects in materials and workmanship under normal use for from the date of shipment by deView for the period of time set forth below (“Warranty Period”):

- All Products except as specified below: Five (5) Years.
- LED Monitors & Accessories: One (1) Year.

This limited warranty is provided only to the person or entity that originally purchased the Product from deView and only for Products delivered within the fifty (50) states of the United States or the District of Columbia. The customer’s sole and exclusive remedy and the entire liability of deView under this Limited Warranty will be, at deView’s option, to repair or replace the defective Product during the Warranty Period at no charge to the customer or to refund the actual purchase price paid. If it is impossible or impractical to replace a defective Product with an identical Product, such as at the end of a Product cycle or when an older version of a Product is no longer available, deView may provide a replacement that is a newer or substantially equivalent version of the defective Product. Repaired or replaced Products or parts will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer, and are subject to the limitations and exclusions set forth in this limited warranty. If a defect is incapable of correction, or if deView determines that it is not practical to repair or replace the defective Product, the actual price paid by the original purchaser of the Product will be refunded by deView upon return to deView of the defective Product. Any Product or component of a Product that is replaced by deView, or for which the purchase price is refunded, shall become the property of deView upon replacement or refund.

**Obtaining Warranty Service.** To obtain warranty service or information, please call:

deView Electronics Customer Service at (214) 222-3332

or

visit us online at <http://www.devviewelectronics.com/support/rma.php>

Before returning a defective Product the customer must first receive a Return Material Authorization (RMA) number from deView. To obtain warranty service the customer will need to provide deView with (1) the model and serial number of the defective Product, (2) the date of shipment, purchase order number, or invoice number, and (3)

details of the Product defect. After a RMA number is issued, the Product must be packaged securely in the original or other suitable shipping package to ensure that it will not be damaged in transit, and the RMA number prominently marked on the outside of the package. The defective Product should then be returned to **deView Electronics, 1420 Lakeside Parkway, Suite 110, Flower Mound, Texas 75028**. The customer is responsible for the cost of in-bound shipping to deView. Products sent COD will be rejected. Products shall be insured by the customer, and deView will not be responsible for any packages or Products that are lost or damaged in transit to deView. Return shipments will be by a method substantially equivalent to the method by which the defective Product was shipped to deView.

**Advance Replacement Policy.** If an initial Product (not a replacement) that is covered by this limited warranty is defective, the customer may request a replacement Product under deView's Advance Replacement Policy. The customer must, within the Warranty Period, notify deView as provided for above under "Obtaining Warranty Service" and specifically request a replacement under the Advance Replacement Policy. The customer will need to provide deView with the model number of the defective Product, a purchase order or invoice number, and a detailed description of the Product defect. If notice is received from the customer on or before ninety (90) days after the invoice date for the defective Product, deView will send as a replacement for the defective Product an A-Stock (new, never sold) Product of equal or greater value and performance. If notice is received later than ninety (90) days after the invoice date deView reserves the right to send a replacement Product that is A-Stock or B-Stock, as determined by deView in its sole discretion. The customer must return the defective Product to deView using the procedure described above under "Obtaining Warranty Service." The customer will not receive credit for the defective Product until that Product is received by deView.

**What Is Not Covered.** This limited warranty does not cover Products that (1) in deView's judgment, have been damaged as a result of abuse, accident, alteration, modification, negligence, misuse, or faulty installation, or if the model or serial number have been altered, tampered with, defaced or removed, or (2) have been purchased from inventory clearance or liquidation sales or other sales in which deView expressly disclaims its warranty obligation pertaining to the Product. Improper or incorrectly performed maintenance or repair voids this Limited Warranty or (3) TFT screens with 5 or less visible areas of light and dark spots (defective pixels).

**Disclaimer of Other Warranties.** EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCTS ARE SOLD WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REPAIR OR REPLACEMENT OF A PRODUCT OR THE REFUND OF THE PURCHASE PRICE AS PROVIDED FOR UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CUSTOMER AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. IN NO EVENT SHALL DEVIEW BE LIABLE, WHETHER IN

CONTRACT OR TORT, INCLUDING NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF A PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF DEVIEW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Governing Law.** This Limited Warranty shall be governed by and construed under the laws of the State of Texas.

**For warranty information on Products delivered outside the United States, please contact deView Electronics Customer Service at (214) 222-3332.**