

Megapixel (“Megapixel”) warrants the **Ventana Display System (“Product”)** against defects in material or workmanship, as follows:

A. Labor	For a period of three (3) years from the date of purchase, Megapixel will, at no charge, repair this Product if determined by Megapixel to be defective. After the warranty period, the Purchaser must pay all labor charges.
B. Parts	For a period of three (3) years from the date of purchase, Megapixel will, at no charge, supply new or rebuilt replacements for parts determined by Megapixel to be defective. After the warranty period, the Purchaser must pay all parts charges.
C. Territory	Warranty coverage is only valid within the United States, excluding territories.

During the labor warranty period, to repair the Product, Purchaser will either return the defective Product, freight prepaid, or deliver it to a service facility authorized by Megapixel. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. Megapixel will return the repaired Product freight prepaid to Purchaser. All freight costs associated with replacement of warranty parts after expiration of the original labor warranty period are the responsibility of the Purchaser. Megapixel is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, Megapixel field service and support at the Purchaser's location is available to Purchaser at Megapixel's prevailing per incident billable rates for such service subject to availability.

The limited warranty stated in this document is subject to all the following terms and conditions.

TERMS AND CONDITIONS

1. NOTIFICATION OF CLAIMS: WARRANTY SERVICE: If Purchaser believes that the Product is defective in material or workmanship, then written notice with an explanation of the claim shall be given promptly by Purchaser to Megapixel but all claims for warranty service must be made within the warranty period. If after investigation Megapixel determines that the reported problem was not covered by the warranty, Purchaser shall pay Megapixel for the cost of investigating the problem at its then prevailing per incident billable rate. No repair or replacement of any Product or part thereof shall extend the warranty period as to the entire Product. The specific warranty on the repaired part only shall be in effect for a period of ninety (90) days following the repair or replacement of that part or the remaining period of the Product parts warranty, whichever is longer.

2. EXCLUSIVE REMEDY: ACCEPTANCE: Purchaser's exclusive remedy and Megapixel's sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply, at no extra charge, new or rebuilt replacements for defective parts. If repair or replacement fails to remedy the defect, then, and only in such event, shall Megapixel refund to Purchaser the purchase price for such Product. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereto.

3. EXCEPTIONS TO LIMITED WARRANTY: Megapixel shall have no liability or obligation to Purchaser with respect to any Product requiring service during the warranty period which is subjected to any of the following: abuse, improper use: negligence, accident, modification, failure of the end-user to follow the operating procedures outlined in the user's manual, failure of the end-user to follow the maintenance procedures in the service manual for the Product where a schedule is specified for regular replacement or maintenance or cleaning of certain parts (based on usage) and the end-user has failed to follow such schedule; attempted repair by non-qualified personnel; damage due to smoke exposure (cigarette or otherwise); operation of the Product outside of the published environmental and electrical parameters, or if such Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. Megapixel excludes from warranty coverage Products sold AS IS and/or WITH ALL FAULTS and excludes used Products which have not been sold by Megapixel to the Purchaser. Megapixel also excludes from warranty coverage consumable items such as fuses and batteries.

All software and accompanying documentation furnished with, or as part of the Product is furnished “AS IS” (i.e., without any warranty of any kind), except where expressly provided otherwise in any documentation or license agreement furnished with the Product.

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4. CUSTOMER DATA: Customer shall be solely responsible for maintaining backup data necessary to replace Customer data lost or damaged from any cause.

5. PROOF OF PURCHASE: The Purchaser's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility.

6. PRODUCT REGISTRATION: Registration of any Product or of this limited warranty is voluntary; failure to register will not diminish any rights available under this warranty.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTIES, MEGAPIXEL HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE. MEGAPIXEL HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTY THAT THE PRODUCT IS COMPATIBLE WITH ANY COMBINATION OF NON-MEGAPIXEL PRODUCTS PURCHASER MAY CHOOSE TO CONNECT TO THE PRODUCT.

LIMITATION OF LIABILITY

THE LIABILITY OF MEGAPIXEL, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL MEGAPIXEL BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

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