

Display Wall Limited Warranty LCD Monitor-SNB

Covered Product: This Limited Warranty covers a Display Wall Product (LCD MONITOR-SNB) purchased from MITSUBISHI ELECTRIC US, INC. (“MEUS”) or a MEUS authorized reseller, dealer or system integrator.

Coverage: MEUS warrants that a Product covered under this Limited Warranty is substantially free from defects in material or workmanship.

Non-Transferable: This Limited Warranty extends only to the original retail purchaser (“Purchaser”) of a covered Product and may not be transferred.

Exclusive Remedy of Repair or Replacement: Repair or replacement of a Product found to be defective shall be Purchaser’s sole and exclusive remedy under this limited warranty and shall be available to Purchaser during the Claim Period.

Repairs in the United States: For a Product located in the United States, MEUS, at its option, will cover all costs for parts and labor reasonably necessary to repair or replace a covered Product. Warranty repairs shall be performed by a MEUS authorized service provider.

Repairs Outside the United States: For a Product located outside the United States, MEUS will cover costs for parts and labor, but may require the Purchaser to be responsible for all or a portion of the associated transportation and travel time costs for an authorized service provider.

Replacement Product and Parts: A replacement Product may be either new or remanufactured and may be shipped to Purchaser in either new or used packaging, at MEUS’s sole discretion. MEUS will cover the costs of duties, taxes, and freight of a replacement Product furnished under this Limited Warranty. MEUS may require the return of the Product or part being replaced. If MEUS does require the return of the Product or part being replaced, Purchaser shall return the Product or part with the same packing materials with which it was sent, if these packing materials are in the same condition as when it was sent, or with equivalent materials likewise designed to avoid breakage during shipment. Purchaser’s failure to return a replaced Product or part when required to do so may result in MEUS charging the Purchaser the full retail price of the replacement Product or part.

Purchaser’s Responsibilities: Purchaser must care for, service and maintain a covered Product consistent with the recommendations found in the corresponding User’s Manual. The Purchaser must ensure that the Product to be serviced is accessible and in a serviceable location and position in order for repair to take place. Subject to MEUS’s prior consent and approval Purchaser shall provide the equipment needed to access the Product and provide a MEUS authorized service provider a reasonably safe means for accessing the Product to perform the repair(s) and/or replacement. Purchaser is responsible for backing up all software and data utilized on or in connection with the Product on a regular basis and prior to commencement of any repair.

LCD Monitor – Pixel Functionality: MEUS warrants LCD monitors to be free from major workmanship defects. In consideration of certain manufacturing constraints and the natural characteristics of LCD panels, MEUS considers LCD panels with dead or malfunctioning pixels to be functionally sound and within manufacturing specifications when there are either (a) no more than two (2) adjacent malfunctioning pixels or (b) there are no more than nine (9) total non-adjacent, scattered malfunctioning pixels in any given non-test pattern display screen.

Obtaining Warranty Service and Technical Support: To obtain warranty service or technical support, the Purchaser must contact MEUS or the selling system integrator, reseller, or dealer. MEUS may be contacted by mail (MEUS Product Support – Visual and Imaging Systems Division, 5900-A Katella Ave., Cypress, CA 906300, telephone (+1 (888) 307-0309) or e-mail (tsupport@meus.mea.com)). In connection with scheduling service, PURCHASER MUST PRESENT A SALES RECEIPT OR OTHER WRITTEN EVIDENCE ESTABLISHING PROOF AND DATE OF PURCHASE.

Express Replacement Assistance (ERA): MEUS provides ERA for some Products in some geographical locations within the continental United States so long as the Product model number continues to be offered and sold. Schedule “A” lists the current availability of ERA by Product. MEUS reserves the right to change from time to time the availability of ERA for certain Products and in certain geographical locations and to discontinue ERA for any Product listed on ERA when that Product model number is no longer offered and sold. When Purchaser contacts technical support by phone and MEUS offers ERA for Purchaser’s Product, technical support will assign a case number and provide Purchaser an ERA form or information on initiating an ERA request online. After MEUS receives and approves completed ERA request documentation, MEUS will ship the replacement Product or module the next business day via an overnight shipping service, except

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that MEUS will ship LCD Monitors via ground transportation. If at any time ERA is offered for locations outside of the continental United States, the terms of shipping may vary. It is the responsibility of the Purchaser to return the original (core) Product or module (“return item”) to MEUS within 15 calendar days of delivery of the ERA unit to Purchaser. At the time Purchaser makes an ERA request, Purchaser must submit collateral, such as a credit card number and charge authorization, securing the return of the defective item. If MEUS does not receive the return item within the allotted 15-day period, MEUS shall charge Purchaser the full-list price of the replacement item. MEUS may decline any subsequent ERA requests from a Purchaser who fails to timely return a return item under the ERA Program. Additional ERA terms and conditions apply and are listed on the ERA form and the MEUS website for online submissions.

Limited Warranty Exclusions: This limited warranty does not cover:

- A Product or part that has been modified, altered, repaired or serviced by anyone other than a MEUS authorized service provider;
- scratches, peeling, dents or other cosmetic damage; damage to this Product or to any other products where such damage is caused by unauthorized modification, alteration, repairs to or service of the product;
- accident;
- physical abuse or misuse or operation contrary to instructions in User’s Manual (including any failure to carry out any maintenance as described in the User’s Manual);
- damage from excessive physical or electrical stress;
- displaying of fixed images for long periods of time resulting in image persistence and/or image staining on the LCD screen;
- LCD Monitor image stain or brightness non-uniformity or other phenomena inherent to the technology;
- freight damage or damage due to improper shipping methods;
- damage caused by use of third party components or hardware;
- any mechanical breakdown or damage caused by a computer virus;
- failure as a result of rust or corrosion on any covered product or part;
- damage caused by moving the Product to another location;
- any damage caused by acts of God or other factors beyond the reasonable control of MEUS, including but not limited to loss or damage caused by war, invasion or act of foreign enemy, hostilities, civil war, terrorism, rebellion, riot, strike, labor disturbance, lockout, or civil commotion;
- nonfunctional parts (defined as parts that are not critical to the performance of the product’s essential function, or a part that, if missing or broken, does not result in the product being non-operational) or cosmetic parts, aesthetic parts, including but not limited to plastic parts, shelves, drawers, racks, knobs, rollers, baskets, or handles;
- where no defect in the product covered under this limited warranty is found;
- any products that have had a serial number or any part thereof altered, defaced or removed;
- service calls related to unsatisfactory audio or visual reception or signal unless caused by a defect in the product that is covered under this limited warranty;
- any costs or expenses for, or damages arising from product removal, installation or set-up, any adjustments of user controls, or other adjustments necessary to prepare the unit for display or use, or connection with any external device. Please consult the operating instructions contained in the User’s Manual furnished with the product for information regarding user controls; and
- **Image Staining** - Image staining is inherent in LCD technology. **LCD MONITOR image stain and brightness non-uniformity are not covered by this Limited Warranty.**

Exclusive Warranty: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY MEUS TO PURCHASER. MEUS MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED AND SPECIFICALLY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Damages Disclaimer: UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR PUNITIVE DAMAGES OR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR ON ANY OTHER BASIS WHATSOEVER.

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Claim Period Limitation: A claim for breach of this Limited Warranty must be initiated within the applicable **Claim Period** stated in **Schedule A**, below. For a Product purchased from MEUS, the applicable **Claim Period** commences 30 days following the date on which MEUS ships the Product to Purchaser. For a Product purchased from a MEUS authorized reseller, dealer or system integrator, the **Claim Period** commences 30 days following the date on which MEUS first shipped the Product to the selling MEUS authorized reseller, dealer, or system integrator. However, if a MEUS authorized reseller, dealer, or system integrator provides a Certificate of Installation to Purchaser, and if MEUS, in its sole discretion, approves the Certificate of Installation, the applicable **Claim Period** shall commence on the date set forth on the Certificate of Installation.

Warranty Extension: At any time during the term of this Limited Warranty, the Purchaser will have the option to extend the period covered by this Limited Warranty by purchasing a warranty extension at a price to be determined at MEUS's discretion. Any such warranty extension shall only extend the time period covered by this Limited Warranty, it shall not otherwise change the terms or limitations of this Limited Warranty in any way. Any such warranty extension that is purchased by Purchaser will be evidenced by a letter from MEUS to Purchaser detailing the extended period of the limited warranty, which will be incorporated into this Limited Warranty by reference.

Governing Law: This Limited Warranty and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules.

Dispute Resolution: In the event a dispute, claim or controversy arises out of or relating to this Limited Warranty or the breach, termination, enforcement, interpretation or validity hereof, Purchaser shall, prior to taking any other action, contact MEUS by phone (+1-888-307-0309), e-mail (tsupport@meus.me.com) or U.S. Mail (MEUS, ATTN: Product Support, Visual and Imaging Systems Division, 5900-A Katella Avenue, Cypress, CA 90630) and attempt to resolve the dispute informally. In the event the dispute, claim or controversy is not resolved within 60 days of the initial dispute resolution contact, it shall be determined by binding arbitration. Any dispute over the determination of the scope or applicability of this arbitration provision shall also be determined by arbitration. Arbitration shall be conducted in Orange County, California before one arbitrator. The arbitration shall be administered by Judicial Mediation and Arbitration Services ("JAMS") (www.jamsadr.com) pursuant to its Comprehensive Arbitration Rules and Procedures. In rendering an award, the arbitrator may award the prevailing party its arbitration costs, including filing fees, reasonable attorneys' and paralegal fees, reasonable expert and other witnesses fees and costs, and any other costs reasonably incurred in investigating and pursuing or defending the claim. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Waiver Of Trial By Jury And Class Action Relief: Purchaser and MEUS each waive the right to a trial by jury or to participate in a class action.

Severability: If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.

Additional product and technical information can be found at: www.me-vis.com.

SCHEDULE A

LCD MONITOR MODEL	REMEDY/CLAIM PERIOD	COVERAGE	ERA AVAILABLE
LM55P1(W); LM55S1(W); LM46P1(W)	3 Years	Parts and Labor	Yes* via ground transportation shipping

* ERA is only available in the continental United States and is only available for the Product Model numbers set forth above so long as MEUS continues to offer and sell those product numbers.