# **XPAND Warranty Coverage**

**Warranty Coverage** 



Warranties are provided by X6D USA Inc., XPAND 3D d.o.o., or X6D Limited ("Warrantor") and cover defects in workmanship and materials for products manufactured by Warrantor ("Products"). This limited warranty extends only to the original purchaser ("Purchaser" or "you") of Products manufactured by Warrantor or one of its Certified Integrators, and is not assignable or transferable to any subsequent purchaser/end-user. Warrantor does not warrant products manufactured by other companies, regardless of whether those products are purchased through Warrantor.

Warrantor Limited Warranties do not cover:

- Normal wear and tear of the Product.
- B. Lens breakage.
- C. Costs related to the removal, installation, or troubleshooting of the Purchaser's systems or of any subsequent users' systems.

These warranties do not apply to and Warrantor will not be responsible for any defect in or damage to:

- D. The Product if it has been misused, neglected, improperly installed, physically damaged or altered, either internally or externally, or damaged from improper use or use in an unsuitable environment.
- E. The Product if it has been subjected to unauthorized repair or modifications.
- F. The Product if its original identification (trade-mark, serial number) markings have been defaced, altered, or removed.
- G. The Product if it has been subjected to fire, generalized corrosion, biological infestations, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Product specifications including high input voltage from generators and lightning strikes.
- H. The Product if it has been used as a component part of a product expressly warranted by another manufacturer.

# **Warranty Performance**

The Customer is responsible to inspect the contents of a shipment within three days of receipt in order to report any product as »DOA« (Dead On Arrival). Any damage to the shipping container should be immediately reported to the carrier. In order to obtain »DOA« service under this warranty, Customer must notify XPAND of the defect within 3 days after delivery of product and make suitable arrangements for the performance of service. Should product be received as »DOA«, XPAND will be responsible to pay for shipping costs both ways.

Warrantor will, at its option, repair or replace any defective Product. This service is free of charge, provided that Purchaser notifies Warrantor of the product defect within the Warranty Period, as defined below, for the product, and provided that Warrantor, through inspection, establishes the existence of such a defect and that it is covered by this Limited Warranty.

The Purchaser shall bear the cost of shipping the Product to Warrantor. Warrantor shall bear the cost of both parts and labor necessary to repair the Product, and return shipment to the customer via a Warrantor-selected non-expedited freight.

Return products that are found to be in working condition will be subject to US \$3 handling fee per unit. Please verify that the products are not working and that the product is under warranty as stated in this document prior to returning a product.

Warrantor will, at its option, use new and/or reconditioned parts in performing warranty repairs and building replacement products. Warrantor reserves the right to use parts or products of original or improved design in the repair or replacement. If Warrantor repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period. All replaced Products and all parts removed from repaired Products become the property of Warrantor.

By exercising the Limited Warranty the Purchaser acknowledges that repaired/replacement Product may consist of refurbished equipment that contains used components, some of which have been reprocessed, that comply with Product performance and reliability specifications.

Warrantor's limit of liability under the limited warranty shall be the actual cash value of the Product at the time the Purchaser returns the product for repair, determined by the price paid by the Purchaser for the Product less a reasonable amount for usage. Warrantor shall not be liable for any other losses or damages. The Purchaser will be responsible for any expenses related to the removal and reinstallation of the Product

# Disclaimer

WARRANTOR LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY WARRANTOR IN CONNECTION WITH WARRANTOR PRODUCT AND ARE, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS LIMITED WARRANTY.

IN NO EVENT WILL WARRANTOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING WHETHER IN CONTRACT OR TORT INCLUDING WITHOUT RESTRICTION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, ANY PERSONAL INJURY, ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT.

### **Exclusions of the Policy**

Some states do not allow the exclusion or limitations of implied warranties or consequential damages, so the above limitations may not apply to you.

### **Legal Remedies**

This Limited Warranty gives you specific legal rights. You may have other rights which may vary from state to state or province to province.

#### Documentation

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNLESS SPECIFICALLY AGREED TO BY IT IN WRITING, WARRANTOR (a) MAKES NO WARRANTY AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMA-

TION PROVIDED IN MANUALS OR OTHER DOCUMENTATION PROVIDED BY IT IN CONNECTION WITH THE PRODUCT; AND (b) ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSSES, DAMAGES, COSTS OR EXPENSES, WHETHER SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, WHICH MIGHT ARISE OUT OF THE USE OF SUCH INFORMATION. THE USE OF ANY SUCH INFORMATION WILL BE ENTIRELY AT THE USER'S RISK.

#### WARNING: LIMITATIONS ON USE

Please refer to your product user manual for limitations on uses of the product. Specifically, please note that Warrantor products are not intended for use in connection with medical or life support systems and Warrantor makes no warranty or representation in connection with any use of the product for such purposes.

# Warranty periods

Warrantor 3D Cinema and Professional IR Emitter System (AE125H, AE125-RF, AE210, AE225, AD1012H & ADE1512H) – 2 years from the original date of shipment to the customer.

Warrantor 3D Home Emitters (AD025-RF-X1) - 1 year from the original date of shipment to the customer.

Warrantor 3D Glasses (X101, X103, X1031, X104, X105) — 1 year from the original date of shipment to the customer.

Warrantor 3D Cinema Passive System (MS110C2, MS210C2, HB105C2, MK2) – 2 years from the original date of shipment to the customer.

Warrantor 3D Glasses Add-ons (X-TRAC 1) - 1 year from the original date of shipment to the customer.

Warrantor Products that are out of its warranty period will not be accepted for repair or replacement. Please contact the Warrantor Sales department for purchasing replacement products.

# **Returning Merchandise**

#### Returns for Refund

Any product purchased through a Warrantor Integrator must be returned to that Integrator.

For product purchased directly from Warrantor, Warrantor will accept the return of unused and unopened products for 30 calendar days from the original date of shipment to the customer. For returns during the first 10 business days no restocking fee will be charged. If products are returned after the first 10 business days, Warrantor may charge a 15% restocking fee. Warrantor will inspect the returned product and reserves the right to refuse the return if the product is damaged or shows signs of use.

## **Returns for Repair**

If you purchased your product from a certified Warrantor integrator please contact that integrator to coordinate the return. If you are unable to contact your integrator, or the integrator is unable to provide service, contact Warrantor directly by following the Return Material Authorization (RMA) Procedure listed below.

### **Return Material Authorization (RMA) Procedure:**

Please use Warrantor online RMA summation page at www.xpandvision.com/rma/ and provide the following data:

Product model, serial number, description of the problem, proof of purchase, date of original shipment to the customer, address and contact details for return shipment.

A Return Material Authorization (RMA) number will be issued automatically along with the necessary shipping instructions for return. You must deliver the product freight prepaid to Warrantor's repair facility. Product should be packed in its original packaging or equivalent to prevent damage. Warrantor is not responsible for any package returned without an RMA number clearly displayed on the outside of the package. In any warranty claim, dated proof of purchase and dated proof of shipment must accompany the product and the product must not have been disassembled or modified without prior written authorization by Warrantor.

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