

LIMITED WARRANTY (USA and Canada only)

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NEC'S PROJECTOR PRODUCTS

NEC Display Solutions of America, Inc. (hereafter NEC) projector products are warranted from defects in material and workmanship under the following terms.

HOW LONG IS THE WARRANTY

Subject to the exclusions set forth below, NEC's projector is covered by a three (3) year limited parts and labor warranty from the date of the first customer purchase. The lamp that is included with the projector when purchased is warranted for 500 hours or one year, whichever comes first. Any replacement lamp is warranted for a period of ninety (90) days or 500 hours, whichever comes first.

WHO IS PROTECTED

This warranty may be enforced only by the first purchaser, and is not transferable.

WHAT IS COVERED AND WHAT IS NOT COVERED

Except as specified below, this warranty covers all defects in material or workmanship in this product.

NEC'S LIABILITY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT NEC'S OPTION. REPLACEMENT PARTS OR PRODUCTS MAY BE NEW OR REFURBISHED. All repaired or replaced parts or units shall be warranted only for the remainder of the original limited warranty periods. All warranty service shall be performed by NEC or an authorized service center. The following are not covered by the limited warranty and NEC shall not be liable for:

1. Any product which is not distributed in the U.S.A. or Canada by NEC or which is not purchased, installed, and operated in the U.S.A or Canada.
2. Any product on which the serial number has been defaced, modified or removed.
3. Normal decrease in lamp light output over time.
4. Damage, deterioration or malfunction resulting from:
 - a. Accident, misuse, abuse, neglect, improper ventilation, fire, dust, exposure to smoke (including cigarettes), water, lightning or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 - b. Repair or attempted repair by anyone other than an NEC authorized service center.
 - c. Any shipment of the product (claims must be presented to the carrier).
 - d. Removal or installation of the product.
 - e. Any other cause which does not relate to a product defect.
 - f. Use of the product beyond normal operating conditions. Normal operating conditions are defined as product use not in excess of 8 hours per day and 260 days per year.
5. Cartons, carrying cases, shipping cases, batteries, external cabinets, CDROM discs, or any accessories used in connection with the product.
6. Service required as a result of third party components.
7. Any Non-NEC approved Options, accessories and spare parts used which may impact the reliability of the product.

WHAT NEC WILL PAY FOR

NEC will pay labor and material expenses for covered items in addition to one-way return freight under the above conditions, but NEC will not pay for the following:

1. Removal or installation charges.
2. Costs of technical adjustments, set-up, maintenance, or adjustment of user controls.
3. Payment of shipping and related charges incurred in sending the product to the NEC Service Center for warranty repair.

HOW YOU CAN GET WARRANTY SERVICE

1. To obtain service on your product, consult the dealer from whom you purchased the product.
2. Whenever warranty service is required, the original dated invoice (or a copy) must be presented as proof of warranty coverage. In order to obtain warranty service, you may be required to describe and demonstrate the problem to your dealer or to NEC.
3. All products returned to NEC for service MUST have prior approval. To receive approval or for the name of the nearest NEC authorized service center, call NEC at 800-836-0655.
4. It shall be your obligation and expense to ship the product, freight prepaid, or to deliver it to an NEC authorized service center, in either the original package or a similar package affording an equal degree of protection.
5. In the event a product is returned to NEC for warranty service, and it is determined that there is no product defect or that the product condition is not covered by this limited warranty, a diagnostic service fee may be charged to the customer.

LIMITATION OF IMPLIED WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, NEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS AND DURATION OF THIS LIMITED WARRANTY.

EXCLUSION OF DAMAGES

NEC'S LIABILITY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT NEC'S OPTION. NEC SHALL NOT BE LIABLE FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THIS PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, COMMERCIAL LOSS; OR
2. ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

HOW STATE LAW RELATES TO THE WARRANTY

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

FOR MORE INFORMATION, CONTACT:

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Customers are cautioned that product performance is affected by system configuration, software, the application, customer data, and operator control, among other factors. While NEC's products are considered to be compatible with many systems, the specific functional implementation by the customers of the product may vary. Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC.