

## **Limited Warranty**

InFocus Corporation (“InFocus”) warrants that the Projector (“Product”) purchased from InFocus, an InFocus distributor, or an InFocus reseller will conform to the manufacturer's specifications and be free from defects in material or workmanship for the Warranty period provided below. InFocus does not warrant that the Product will meet the specific requirements of the end-user customer.

If the Product, which is the subject of this Limited Warranty, is defective in material or workmanship during the warranty period, InFocus, at its option, will REPAIR or REPLACE the Product.

All exchanged parts and products replaced under this Warranty will become property of InFocus. InFocus’ sole obligation is to supply (or pay for) all labor necessary to repair the Product found to be defective within the Warranty period and to repair or replace defective parts with new parts or, at the option of InFocus, serviceable used parts that are equivalent or superior to new parts performance.

**Limited Warranty Alternatives:** Subject to the Limitations, Exclusions and Disclaimers, InFocus Warrants as follows:

- **2 Year Parts and Labor Product Warranty** - From the date of purchase, InFocus warrants that the Product will conform to the manufacturers’ specifications and be free from defects in material or workmanship for a period of two (2) years.
- **1 Year Parts Only Accessory Warranty** - From the date of purchase, InFocus warrants that the customer replaceable and accessory products will conform to the manufacturers’ specifications and be free from defects in material or workmanship for a period of one (1) year.
- **90 Day/500 Hour Replacement Lamp Warranty** - Lamp Products purchased in projectors or separately as replacements after the original projector purchases is Ninety (90) days or 500 hours, whichever comes first. During the Warranty period for the Product, InFocus warrants that Replacement lamps, which are purchased at the time of projector purchase, will have a 90-day or 500 hour warranty, whichever comes first, from the date the spare lamp is put into use.

## **WARRANTY LIMITATION AND EXCLUSION**

THIS WARRANTY SETS FORTH INFOCUS’ MAXIMUM LIABILITY FOR ITS PRODUCT. THIS WARRANTY EXTENDS ONLY TO PRODUCTS PURCHASED FROM INFOCUS OR AN INFOCUS AUTHORIZED RESELLER. InFocus shall have no further obligation under the foregoing Limited Warranty if the Product has been damaged due to abuse, misuse, neglect, smoke exposure (cigarette or otherwise), accident, unusual physical or electrical stress, unauthorized modifications (including use of an unauthorized mount), tampering, alterations, or service other than by InFocus or its authorized agents, causes other than from ordinary use or failure to properly use the Product in the application for which said Product was intended.

This Warranty excludes Product or accessory cleaning, repair, or replacement of plastics due to cosmetic damage and damage as a result of normal wear. Product repair outside of the terms of the Limited Warranty will be on a time and materials basis. Prolonged Product “demonstration” causes unusual Product wear and is not considered normal use under the terms of this Limited Warranty.

The Accessory Warranty covers the accessory item only and excludes normal wear. The Lamp Product Warranty excludes expected lamp degradation.

Remanufactured Products and Software Products are exempt from the foregoing Limited Warranty. Please refer to the appropriate Remanufactured Product Limited Warranty or Software Product Limited Warranty for applicable Warranty information.

## **DISCLAIMER OF UNSTATED WARRANTIES**

THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND THE FOREGOING WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY INFOCUS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS MAY NOT APPLY TO YOU.

## **Limited Warranty Period**

The Limited Warranty period commences on the date of purchase by the end-user customer for both the 2 year Product Warranty and the 1 year Accessory Warranty. These Limited Warranty provisions shall apply only to the end-user purchaser (first person or entity that purchased a new Product for personal or business use and not for the purpose of distribution or resale).

## **To Be Eligible For Limited Warranty Coverage**

Any person exercising a claim under this Limited Warranty must establish to the satisfaction of InFocus both the date of purchase and that the Product was purchased new. The sales receipt or invoice, showing the date of purchase of the Product or Accessory is the proof of the date of purchase.

## **To Obtain Warranty Service**

During the Limited Warranty period, to exercise this Limited Warranty, the purchaser must first contact 1) InFocus, 2) a service facility authorized by InFocus or 3) the place of original purchase.

InFocus Customer Service - 1-800-799-9911 or techsupport@infocus.com

For Warranty service, the purchaser will be advised to return or deliver the defective Product freight and all fees prepaid, to an InFocus Service Center or to a service facility authorized by InFocus. When returning Product to InFocus, a Return Material Authorization Number (RMA #) is required and must be clearly displayed on the outside of the shipping carton or a similar package affording an equal degree of protection. InFocus or the service facility authorized by InFocus will return the repaired/replaced Product freight prepaid to the purchaser.

Products returned for Warranty service must be accompanied by a written letter that: (i) explains the problem; (ii) provides proof of date of purchase; (iii) provides the dealer's name; and (iv) provides the model and serial number of the Product. Upon request of InFocus Corporation or an authorized repair center for InFocus, proof of legal importation must accompany the warranty repair Product, otherwise the Product must be returned to the place of original purchase, to the manufacturer (Purchaser must bear all tax, duty and freight), or the Purchaser must bear charges for the warranty repair.

No repair or replacement of Product or part thereof shall extend the Limited Warranty period as to the entire Product. Warranty on the repair part and workmanship shall only be effective for a period of ninety (90) days following the repair or replacement of that part or the remaining period of the Product Limited Warranty whichever is greater.

## **LIMITATION OF LIABILITY**

IT IS UNDERSTOOD AND AGREED THAT INFOCUS' LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL INFOCUS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST REVENUES OR LOST SAVINGS. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING INFOCUS' LIABILITY.

**Limitation on Bringing Action** - No action, regardless of form, arising out of the agreement to purchase the product may be brought by purchaser more than one year after the cause of action has accrued.

**Governing Law** - Any action, regardless of form, arising out of the agreement to purchase the product is governed by Oregon law.

**Mandatory Arbitration** - Any action, regardless of form, arising out of the agreement to purchase the product is subject to mandatory arbitration.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, DEPENDING ON JURISDICTION.