

WARRANTY

LIMITED WARRANTY

Subject to the Limitations, Exclusions and Disclaimers hereof, InFocus Corporation ("InFocus") warrants that this videophone and its accessories (hereinafter collectively or individually referred to as "Product" as appropriate) will conform to InFocus' specifications and be free from defects in material or workmanship for the respective Limited Warranty period provided below. If the Product, while subject to this Limited Warranty, is defective in material or workmanship during the warranty period, then InFocus, at its option, will REPAIR, REPLACE or RE-FUND the Product. InFocus' sole obligation is to supply (or pay for) all labor necessary to repair the Product found to be defective within the Limited 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, but shall not exceed the return of the amount of the purchase price paid by the purchaser.

Limited Warranty Periods are as follows:

- Product Limited Warranty Period: One (1) year from date of proof of purchase.
- Accessory Product Limited Warranty Period: Ninety (90) days from date of purchase.

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, exposure to smoke, accident, service other than by InFocus or its authorized agents, or failure caused other than from ordinary use or failure to properly use the Product in the application for which said Product was intended. In addition, failure of the end-user to follow maintenance procedures as outlined in the Product's user guide will not be covered under this Warranty. Finally, InFocus shall have no further obligation if InFocus Product was subjected to operating conditions outside of the range specified in the user's guide or in this warranty. This warranty does not cover maintenance/repair/replacement of parts due to normal wear and tear.

Remanufactured Products are exempt from the foregoing Limited Warranty. Please refer to the appropriate Remanufactured 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 periods hereof commence on the date of proof of purchase by the end-user customer. SOME JURISDICTIONS MAY GRANT YOU CONSUMER RIGHTS WITH MINIMUM WARRANTY DURATION THAT DIFFER FROM THE DURATIONS PROVIDED HEREIN, AND INFOCUS WILL HONOR ALL SUCH CONSUMER RIGHTS UPON PROOF OF PURCHASE IN THAT JURISDICTION. To Obtain Warranty Service: During the Limited Warranty period, to exercise this Limited Warranty, the purchaser must first contact 1) InFocus (Mailing address: InFocus Corporation, 13190 SW 68th Parkway, Suite 200, Portland, OR 97223-8368 USA; or via the web at www.infocus.com/support), 2) a service facility authorized by InFocus or 3) the place of original purchase. For Warranty service, the purchaser will pay to return or deliver the defective Product and will pay all freight, duty, taxes, VAT, fees, incidental clearance and customs charges to ship the unit 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.

LIMITATION OF LIABILITY

TO THE FULL EXTENT ALLOWED BY LAW, INFOCUS EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR

LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF INFOCUS OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT INFOCUS' OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. Where applicable national or state law prohibits the exclusion or limitation of liability, InFocus excludes or limits its liability to the maximum extent permitted by national law. 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 the laws of the state of Oregon, USA. Mandatory Arbitration - Any action, regardless of form, arising out of the agreement to purchase the Product is subject to mandatory arbitration. THIS WARRANTY DOES NOT AFFECT YOUR LEGAL RIGHTS UNDER APPLICABLE NATIONAL LAWS RELATING TO THE SALE OF CONSUMER PRODUCTS.