# STANDARD LIMITED WARRANTY

### **NEC DIGITAL CINEMA PROJECTORS**

NEC Display Solutions of America, Inc. (hereafter NEC) warrants this product (excluding the lamp<sup>i</sup>) to be free from defects in material and workmanship under the following terms.

#### WARRANTY LENGTH:

NEC's Starus NC series projectors (excluding the filter<sup>ii</sup>) are covered by a one (1) year limited parts and labor warranty from the date of delivery.

#### WHO IS PROTECTED

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

#### **WARRANTY COVERAGE**

Except as specified herein, 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 'LIKE NEW'. All parts or products removed under this warranty become the property of NEC. The replacement part or product is warranted for the remainder of the original limited warranty period or thirty days from shipment, whichever is longer.

NEC will pay material expenses and shipping charges to deliver covered items to site of defective product.

# **NEC WARRANTY DOES NOT COVER:**

The following items are not covered by the limited warranty and NEC shall not be liable for:

- Any product which is not purchased from NEC or an authorized NEC Dealer.
- Any product on which the serial number has been defaced, modified or removed.
- 3. Damage, deterioration or malfunction resulting from:
  - a. Accident, misuse, abuse, neglect, improper or insufficient ventilation, fire, dust, smoke, water, lightning or other acts of nature, unauthorized modifications, or failure to follow NEC's operating, maintenance or repackaging instructions.
  - b. Lamps. This warranty does <u>NOT</u> cover damage caused by lamp failure (i.e. explosion). Please consult lamp manufacturer for warranty information. A list of NEC approved lamps may be found at www.necdisplay.com/supportcenter/
  - Customer assumes all liability and responsibility for using unapproved lamps.
  - Repair or attempted repair by anyone other than a NEC-authorized service technician.
  - d. Any shipment of the product (claims must be presented to the carrier).
  - e. Improper removal or installation of the product.
  - f. Any other cause which is not related to a product defect.
- 4. Any accessories used in connection with the product.
- 5. Service required as a result of third party components.
- 6. Removal or installation charges.
- Costs associated with dispatching a technician to customers' location for on-site repair. On-site visits and/or travel expenses associated with product repair and/or maintenance are the sole responsibility of the customer.
- 8. Costs of technical adjustments, set-up, maintenance, or adjustment of user controls.
- 9. Shipping and related charges incurred in returning the parts or product for warranty repair to NEC. NEC will invoice customer for items not returned within 30 days.
- 10. Duties, taxes and related charges for replacement parts or products shipped outside of the U.S.A or Canada.

# TO OBTAIN WARRANTY SERVICE

- Consult the dealer from whom you purchased the product or contact NEC by visiting <u>www.necdisplay.com/supportcenter/</u> for the latest support<sup>iii</sup> number.
- The serial number and model number must be provided to obtain warranty service. You may also be required to describe and demonstrate the problem to your dealer or to NEC.
- 3. To obtain warranty repair, it shall be the customer's obligation and expense to do one of the following:
  - a. Arrange for an on-site visit by an NEC authorized service technician. All costs associated with an on-site visit (technician time, travel expenses, etc.) are the customer's responsibility.
  - b. 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. ALL PRODUCTS RETURNED TO NEC FOR SERVICE MUST HAVE PRIOR APPROVAL. Please contact NEC to obtain approval.
- 4. In the event 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. INDIRECT, SPECIAL OR OTHERWISE WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE, EVEN IF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### STATE LAW MAY RELATE TO YOUR 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 OR JURISDICTION TO JURISDICTION.

## FOR MORE INFORMATION, CONTACT:

NEC Display Solutions of America 500 Park Blvd., Suite 1100 Itasca, IL 60143 TELEPHONE (630) 467-3000 www.necdisplay.com

<sup>&</sup>lt;sup>i</sup> NEC lamps are covered by a separate limited warranty. Third party lamps are covered by the respective manufacturer's warranty.

ii Filters are warranted against defects in material and workmanship for thirty days from the date of delivery.

iii NEC technical and customer support is available in English only.