

MAXELL SOLID STATE LIGHT SOURCE PROJECTOR LIMITED WARRANTY

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS, DISCLAIMERS AND EXCLUSIONS APPLICABLE TO MAXELL-BRAND SOLID STATE LIGHT SOURCE PROJECTOR MODELS. PLEASE READ THIS DOCUMENT CAREFULLY.

1. **Limited Warranty.** Hitachi America, Ltd. ("Warrantor") warrants to original end user purchasers only ("End Users") who reside in the geographical territories specified in Appendix 1 below (the "Territories") that this Maxell-brand Solid State Light Source (i.e., Laser Diode-based) projector product (the "Projector") and the accessories and optical assemblies incorporated into or accompanying such Projector (each, a "Component"), will be free from defects in materials and workmanship during the applicable Limited Warranty Periods specified in Appendix 1 below subject to the terms, conditions, exceptions, exclusions and disclaimers set forth herein. The applicable Limited Warranty Periods for the Projector and its Components begin on the date the End User originally purchases the Projector from an authorized Maxell-brand dealer located in the Territories. This Limited Warranty extends to the End User only and cannot be transferred to another individual or organization.
2. **Exceptions to Limited Warranty.** The following items are exceptions to this Limited Warranty:
 - a. Accessories referenced in Appendix 1 below include Projector accessory parts only and the Limited Warranty Period for such Projector accessories will be effective only for the Accessory Warranty Period specified in Appendix 1 below. Batteries included or required in Projector accessories are specifically excluded from coverage under this Limited Warranty.
 - b. All repaired and/or replaced Projectors and/or Components shall be warranted only for the remainder of the original Limited Warranty Period specified for such Projectors and/or Components in Appendix 1 below.
3. **General Warranty Exclusions.** This Limited Warranty shall not apply and Warrantor shall have no warranty obligations to the End User hereunder if in Warrantor's judgment:
 - a. The End User or any third party has modified, repaired or attempted to modify or repair the Projector without obtaining Warrantor's prior written authorization;
 - b. The Projector's identification markings have been removed, defaced or altered;
 - c. The Projector was damaged or malfunctions due to accident, disaster, abuse, improper use, mishandling, mispackaging, shipping, exposure to dust and/or smoke, exposure to rain, flooding or excessive humidity, moisture or other sources of water, or electrical shock and/or power surges;
 - d. The Projector was not installed on a system configured as specified in the user's manual or was otherwise improperly installed;
 - e. The Projector was subjected to operating conditions outside of the range specified in the user's manual or this Limited Warranty;
 - f. With respect only to Projector model MP-AW3001 and Projector model MP-AW4001 only, such Projector has been installed vertically on its side for purposes of projecting imagery in a portrait orientation (i.e., non-landscape) onto a wall or other surface in front of the Projector;
 - g. With respect only to Projector model MP-WU9101B only, such Projector has been installed vertically or near-vertically for purposes of projecting imagery downward onto a floor or other surface below the Projector; or
 - h. The End User or any user of the Projector failed to follow the user's manual, including, without limitation, the manual's instructions regarding the proper handling, operation, service and/or maintenance of the Projector.
4. **Specific Warranty Exclusions.** In addition, this Limited Warranty does not cover normal wear and tear of the Projector, including, without limitation, image burn-in or scratches or marks on the surface of the Projector's lens and/or cabinet. Please also note the following warranty disclaimers and exclusions:
 - a. The specifications of the Projector may not meet, and are not warranted to satisfy, the requirements of professional or high-end home theater applications.
 - b. Some USB-based source/storage devices may not be recognized by the Projector for a variety of possible reasons, including, without limitation, data encryption, data compression, HUB interfaced memory, non-compatible versions of the USB standard, inappropriate class definition of memory, or otherwise.
 - c. The wireless performance specifications of the Projector are defined based on optimal operating conditions and configurations, and actual performance may vary depending on the characteristics of the applicable computer (both software and hardware), wireless / network performance and other such factors or variables.
 - d. In certain Projectors, tiny dark pixels or bright pixels may continuously appear on the image. This pixel phenomenon is normal, does not indicate a malfunction, and is not a warranted defect.
 - e. In certain Projectors, black or very dark signals may be reproduced with some non-black hues. This color reproduction phenomenon is normal, does not indicate a malfunction, and is not a warranted defect.
 - f. In certain Projectors, the infrared remote may not work properly or may work only intermittently as a result of interference from fluorescent light ballasts or fixtures or usage in high brightness environments.

5. **Warranty Claims, Product Return Procedures and Remedies.** In the unlikely event that a Projector or Component thereof is believed to be defective during the applicable Limited Warranty Period, the End User should call 1-800-WARRANTOR. THE END USER MUST PRESENT A VALID DATED PROOF OF PURCHASE IN ORDER TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY. To prevent damage during shipping, Projectors or Components returned for service must be securely packaged in the original shipping container or equivalently secure packaging. Projectors or Components must be returned with shipping charges pre-paid and accompanied by a copy of the End User's proof of purchase. Damage resulting from End User's failure to securely package returned Projectors or Components will void all applicable warranties. Warrantor shall not be liable under any circumstances for any damage to or loss of any Projector or Component during shipping or transit and recommends that End Users procure appropriate shipping insurance. Warrantor reserves the right to require the End User to return the Projector and/or Component that is the subject of the Limited Warranty claim to Warrantor as a precondition to furnishing a repair or replacement of such Projector and/or Component. Upon receipt of any such Projector or Component, Warrantor will inspect such returned Projector or Component. If Warrantor confirms the existence of a defect covered by this Limited Warranty, Warrantor will, at its sole option, either ship to End User the repaired Projector or Component or replace the Projector or Component with a new or reconditioned Projector or Component with comparable or greater specifications. If Warrantor's determines no appropriate replacement Projector or Component is available, Warrantor may, at its sole discretion and option, take title to the Projector in consideration of its issuance of a refund of the End User's original purchase price for the Projector. WARRANTOR'S ENTIRE LIABILITY AND END USER'S EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If Warrantor repairs a Projector under this Limited Warranty, any products or parts replaced during the repair process shall become Warrantor's property. If Warrantor replaces a Projector or Component under this Limited Warranty, or if Warrantor refunds End User's original purchase price for the applicable Projector, any Projector or Component returned to Warrantor as part of the process shall become Warrantor's property. Except to the extent otherwise expressly stated in this Limited Warranty, all repaired or replaced Projectors or Components shall be warranted for the remainder of the original Limited Warranty Period.

6. **DISCLAIMERS OF ALL OTHER WARRANTIES.** WARRANTOR MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PROJECTOR OR ANY COMPONENT THEREOF OTHER THAN AS EXPLICITLY SET FORTH IN THIS LIMITED WARRANTY. NO THIRD PARTY RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, WARRANTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, IN THE EVENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DEEMED TO APPLY TO THE PROJECTOR OR ANY COMPONENT THEREOF, IT SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY PERIOD SPECIFIED IN APPENDIX 1 BELOW.

7. **LIMITATIONS ON LIABILITY; GOVERNING LAW.** THE LIABILITY OF WARRANTOR, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PROJECTOR UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT BY THE END USER AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF WARRANTOR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR INDIRECT DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CONFERS SPECIFIC LEGAL RIGHTS, INCLUDING CERTAIN OTHER RIGHTS THAT MAY VARY DEPENDING ON THE END USER'S JURISDICTION OF RESIDENCE. THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE END USER'S JURISDICTION OF RESIDENCE.

APPENDIX 1

LIMITED WARRANTY PERIODS AND TERRITORIES

The Limited Warranty Periods in the table below apply to the Projector model(s) and components specified.

1. All Limited Warranty Periods below begin on the original date of purchase by the End User as shown on the End User's original product receipt or invoice.
2. "B-Stock" refers to previously-owned or -sold Projectors that have been refurbished and offered for sale by Warrantor.

Limited Warranty Publication Date: April 1, 2019

Territories: *The United States (including the District of Columbia and Puerto Rico, but excluding all other U.S. territories, commonwealths, possessions and protectorates) and Canada*

Projector Models	Projector Warranty Period	Accessory Warranty Period
Laser models	5 years or 20,000 hours of use, whichever occurs first.*^	60 days
Laser models sold in B-Stock condition.	1 year or 2,000 hours of use, whichever occurs first.*^	60 days

- * Functioning Projectors that still turn on during the Projector Warranty Period will not be replaced or otherwise covered under this Limited Warranty notwithstanding a decline or degradation in perceived brightness or any other other measure of light output.
- ^ Indicates the Limited Warranty Period ends when the first of the two specified time periods lapses or expires.

End User Support
Technical Support Website

1-800-377-5887
www.maxellproav.com