



HARDWARE WARRANTY

Important Notice: **Read** Before Installing Hardware

*Artray Co., Ltd. is henceforth referred to as **Artray**. **Purchaser** henceforth refers to the original purchaser(s) of the equipment, and/or any legitimate user(s).*

All **Artray** products are sold only on the condition that the **Purchaser** agrees to the terms and conditions of the following Agreement. Utilization of the Hardware binds you to the terms and conditions contained in the Agreement.

The enclosed Hardware and related documentation are offered to you, the Purchaser, by **Artray** of Ueno bldg, 1-17-5, Kouenjikita, Suginami-ku, Tokyo, Japan (Tel: (81)3-3389-5488, Fax: (81)3-3389-5486) only for use on the terms specified in the Agreement below.

1. **LIMITED WARRANTY:** **Artray** warrants, for a period of 1 year from the date of purchase (the "Warranty Period), that the Hardware will be free from defects in materials and workmanship under normal use during the Warranty Period. The **Purchaser's** sole remedy for breach of warranty is to return the Hardware to the Authorized Artray Products Reseller for replacement or repair. This warranty will be null and void in the event the Hardware has been altered, repaired or serviced by anyone other than an employee or authorized service representative of **Artray**; the Hardware serial number has been altered or removed; or the Hardware has been abused, misused, or otherwise damaged or operated contrary to instructions provided in associated documentation. Service performed after the expiration of the Warranty Period will be billed on a time and materials used basis. Proof of purchase will be required by the Authorized Artray Products Reseller to substantiate date of purchase. Such proof of purchase must be an original bill-of-sale receipt containing name and address of seller, **Purchaser**, and the serial number of the product. This warranty is limited to the original **Purchaser** of the product and is not transferable. Products being returned for service must be shipped freight prepaid or delivered to **place of purchase** in either the original package or a similar package affording an equal degree of protection.

Except as expressly provided herein **Purchaser** receives the Hardware "as is". To the extent permitted by law, **Artray** disclaims all other warranties or conditions of any kind, either express or implied, including but not limited to all warranties or conditions of merchantability and fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Other written or oral statements by **Artray**, its representatives, or others do not constitute warranties or conditions of **Artray**. Nothing stated in this Agreement will imply that the operation of the Hardware will be uninterrupted or error free of that errors will be corrected. The **Purchaser** assumes responsibility for the selection and testing of the Hardware to achieve **Purchaser's** intended results and for the installation, use and results obtained from them.

Any warranty offered with the product, its accessories, replacements parts, etc. is absolutely null and void unless the product has been purchased from an Authorized Artray Products Reseller. This includes any and all manufacturer's warranties, warranties of merchantability, or warranties for use for a particular purpose. Under no circumstances will **Artray** warrant or guarantee the product unless it has been purchased from an Authorized Artray Products Reseller.

2. **LIMITATION OF LIABILITY:** In no event will **Artray** or its officers, employees, or suppliers be liable to **Purchaser** or any third party for any indirect or consequential damages (including without limitation lost profits, lost savings, lost data, personal injury or property damage) arising out of any breach of this Agreement or use or inability to use the Hardware even if they have been advised of the possibility of such damage or claim. In no event will **Artray's** (or its officers', employees' or suppliers') direct liability under or arising out of this Agreement, whether in contract, tort, strict liability or otherwise, exceed the purchase price of the Hardware.
3. **TERM:** This Agreement commences upon your acceptance, as described above, and is effective until terminated.

ARTRAY

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