

HITACHI MULTIFUNCTION SWITCHER LIMITED WARRANTY (LATIN AMERICA)

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS, EXCEPTIONS AND EXCLUSIONS APPLICABLE TO HITACHI'S MULTIFUNCTION SWITCHER PRODUCTS. PLEASE READ THIS DOCUMENT CAREFULLY.

1. **Limited Warranty.** Hitachi America, Ltd. ("Hitachi") warrants to the original end user purchaser (the "End User") of a HITACHI-brand multifunction switcher product (the "Product") that the Product will be free from defects in materials and workmanship during the applicable Limited Warranty Period listed on [Appendix 1](#) hereto, subject to the exceptions, exclusions, disclaimers and other limitations set forth below. The Limited Warranty Period begins on the End User's original date of purchase of the Product from an authorized Hitachi dealer located in the Territory, and such End User must provide a dated invoice or receipt as evidence of its proof of purchase to qualify for coverage under this Limited Warranty. This Limited Warranty extends to the original End User only and cannot be transferred to another individual or organization. This Limited Warranty is valid only in the Territory specified on [Appendix 1](#) hereto.
2. **Limited Warranty Exceptions.** The following items are exceptions to this Limited Warranty:
 - a. Warranty coverage for any applicable Product accessories (except batteries) applies to parts only and is effective only during the Accessory Warranty Period (if any) listed on [Appendix 1](#), beginning on the End User's original date of purchase of the Product. Batteries are not covered by this Limited Warranty under any circumstances.
 - b. Except as provided in Section 4 below, all repaired and/or replaced parts from the Product shall be warranted only for the remainder of the original Limited Warranty period applicable to the Product as specified on [Appendix 1](#) hereto.
3. **Limited Warranty Exclusions.** This Limited Warranty shall not apply and Hitachi shall have no obligations hereunder if in Hitachi's judgment:
 - a. The End User or any third party has modified, repaired or attempted to modify or repair the Product without obtaining Hitachi's prior written authorization;
 - b. The Product's original identification markings have been removed, defaced or altered;
 - c. The Product was damaged or malfunctions due to accident, disaster, abuse, improper use, mishandling, mispackaging, shipping, exposure to dust and/or smoke, or electrical shock and/or power surges;
 - d. The Product was not installed on a system configured as specified in the Product's user's manual or the Product was otherwise improperly installed;
 - e. The Product was subjected to operating conditions outside of the range specified in the Product's user's manual or in this Limited Warranty; or
 - f. End User or any other user of the Product failed to follow guidelines or requirements in the Product's user's manual, including, without limitation, the user's manual's instructions regarding proper handling, operation, service and/or maintenance.
 - g. This Limited Warranty does not cover normal wear and tear of the Product, including, without limitation, scratches or marks on the surface of the Product's cabinet.
 - h. The Products has been manufactured in accordance with Hitachi's high quality standards. However, the specifications of the Product may not meet, and are not warranted to satisfy, all requirements of professional or industrial applications.
 - i. The Product's USB interface (if applicable) is designed for usage with standard USB storage devices. Some USB-based flash drives or other storage devices may not be recognized by the Product for a variety of possible reasons, such as data encryption, data compression, HUB interfaced memory, inappropriate class definition of memory or otherwise.
 - j. The wireless performance specifications of the Product are defined based on optimal operating conditions and configurations. Actual performance may vary depending on the characteristics of the applicable computers and other devices (and their respective software and hardware characteristics), wireless network performance and related factors or variables.
 - k. In certain Products, 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.

4. **Claims, Product Return Procedures and Remedies.** In the unlikely event that the Product or any applicable accessory is believed to be defective during the applicable Limited Warranty Period, contact the dealer from whom you originally purchased the Product (the "Dealer") and file a warranty claim in accordance with such dealer's then-current Return Merchandise Authorization (RMA) procedures. ONLY THE DEALER FROM WHOM THE END USER ORIGINALLY PURCHASED THE PRODUCT IS AUTHORIZED TO PROVIDE WARRANTY SERVICE ON THE PRODUCT. If the Dealer is no longer an authorized Hitachi dealer at the time such warranty claim is submitted, please contact customersupport@hal.hitachi.com for assistance. THE END USER MUST PRESENT A VALID, DATED PROOF OF PURCHASE IN ORDER TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY. NO PRODUCT RETURNS WILL BE ACCEPTED EXCEPT PURSUANT TO A VALID RMA ISSUED BY THE DEALER AND SUBJECT TO STRICT ADHERENCE TO THE DEALER'S RMA PROCEDURES. To prevent damage during shipping, Products returned for service must be securely packaged in the original shipping container or its equivalent. Product must be returned with shipping charges pre-paid and a copy of the End User's original proof of purchase included in the box. Failure to safely and securely package the Product for shipping will void all applicable warranties. Neither Hitachi nor the Dealer shall be liable under any circumstances for any damage to, or loss of, the Product during shipping or transit from the End User to the Dealer, and its recommended that the End User procure appropriate shipping insurance. The Dealer will inspect the Product upon receipt. If it is determined that the Product contains a defect that is covered by this Limited Warranty, the Dealer will, in its sole determination, either return ship to the End User the repaired Product or replace the Product with, in its sole determination, a new or reconditioned product of comparable or greater specified functionality. If, according to the Dealer's sole determination, no comparable replacement product is available, the Dealer may, in its sole determination, refund the End User's original purchase price of the Product. HITACHI AND THE DEALER'S ENTIRE LIABILITY AND THE END USER'S EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS HEREUNDER SHALL BE ONLY AS STATED HEREIN. If the Dealer repairs the Product, any Product-related parts that are removed and replaced during the repair process shall become the Dealer's property. If the Dealer chooses to replace the Product rather than repair it, or if the Dealer refunds the End User's original purchase price of the Product, the replaced Product shall become the Dealer's property. Except as stated in Section 2 above, all repaired or replaced Products shall be warranted only for the remainder of the original Limited Warranty Period applicable to the originally purchased Product or, if the Product defect occurs ninety (90) days or less before the scheduled expiration of the Limited Warranty Period, and the Product is properly returned by the End User prior to such expiration date, then the repaired or replaced Product will be warranted for ninety (90) days from the date the repaired or replacement Product is shipped to the End User.
5. **DISCLAIMERS OF ALL OTHER WARRANTIES.** HITACHI MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCT OTHER THAN AS SPECIFICALLY SET FORTH HEREIN. NO HITACHI DEALER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY. HITACHI DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ANY APPLICABLE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS LIMITED TO THE DURATION OF THE WRITTEN LIMITED WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE ENFORCEMENT OF SUCH LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO ALL END USERS.
6. **LIMITATIONS ON LIABILITY.** THE LIABILITY OF HITACHI, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR OTHERWISE, EVEN IF HITACHI IS AWARE OF, OR MADE AWARE OF,

THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL END USERS. THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

APPENDIX 1 LIMITED WARRANTY PERIODS AND TERRITORY

The above Limited Warranty Periods below apply only to Products purchased in the below-specified Territory.

Product Model	Limited Warranty Period
All Product models (A-Stock)	1 year
All Product models (B-Stock)	60 days

Territory: Latin America (as defined below)

1. The above Limited Warranty Periods below begin on the End User's original date of Product purchase from an authorized Hitachi Dealer, as shown on the End User's original product receipt or invoice.
2. At the time the End User requests coverage under this Limited Warranty, the End User must be reside within the Territory and the Product must be located in the Territory.
3. "A-Stock" refers to new, factory-sealed Products.
4. "B-Stock" refers to refurbished Products.
5. "Latin America" refers to the following countries only: Argentina, Bolivia, Chile, Columbia, Costa Rica, Ecuador, Guatemala, Mexico, Panama, Peru and Uruguay.