HITACHI MULTIMEDIA PROJECTOR LIMITED WARRANTY (USA)

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS AS WELL AS CERTAIN WARRANTY DISCLAIMERS AND EXCLUSIONS FOR HITACHI'S PROJECTOR PRODUCTS. PLEASE READ THIS DOCUMENT CAREFULLY.

- 1. <u>Limited Warranty.</u> Hitachi America, Ltd. ("Hitachi") stands behind the quality of its products and warrants to original end user purchasers only ("End Users") in the Territory on Attachment 1 only that Hitachi projector products will be free from defects in material and workmanship during the applicable Warranty Period listed on Attachment 1, subject to the exceptions, exclusions and disclaimers below. The Warranty Period begins on the date the End User originally purchased the product from an authorized Hitachi dealer in the Territory. This warranty extends to the End User only and cannot be transferred to another individual or organization.
- Exceptions to Limited Warranty. The following items are exceptions to the above limited warranty and are not covered by the warranty or are subject to different warranty periods:
 - a. The warranty for accessories (except batteries) is for parts only and is effective only during the Accessory Warranty Period listed on Attachment 1, beginning on the date of original purchase of the projector. Batteries are not covered by this warranty under any circumstances.
 - b. The warranty for lamps that are included as original equipment in the projectors is for parts only and is effective only during the Lamp Warranty Period listed on Attachment 1, beginning on the date of original purchase of the projector.
- c. The warranty period for the Optical Assembly, which includes the Dichroic Optics Unit and the Lens / Prism Assembly, is effective only during the Optical Assembly Warranty Period listed on Attachment 1. If within the Optical Assembly Warranty Period, the Optical Assembly requires replacement and is otherwise eligible for warranty coverage, but the projector has exceeded the hours of usage specified in Attachment 1, Hitachi will cover the cost of labor, but not the cost of parts that require replacement.
- d. Except as provided in Section 5 below, all repaired or replaced parts shall be warranted only for the remainder of the original warranty period specified for such parts in Attachment 1.
- General Warranty Exclusions. This warranty shall not apply and Hitachi shall have no obligation under this warranty if in Hitachi's judgment;
 - End User or any third party has modified, repaired or attempted to modify or repair the product without obtaining Hitachi's prior written authorization;
 - the identification markings on the product 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 user's manual or was otherwise improperly installed;
 - the product was subjected to operating conditions outside of the range specified in the user's manual or this Warranty;
 - f. the product was subjected to use in excess of 8 hours per day for more than 5 consecutive days per week;
 - g. End User or any user of the product failed to follow the user's manual, including but not limited to the manual's instructions regarding the proper handling, operation, service and/or maintenance of the product; or
 - h. End User or any user of the product has installed or used a replacement lamp in the product that has not been sold, supplied or authorized by Hitachi.
- 4. <u>Specific Warranty Exclusions</u>. In addition, this limited warranty does not cover normal wear and tear of the product, including, but not limited to 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. Hitachi's projectors are manufactured in accordance with high quality standards. However, the specifications of Hitachi's projectors may not meet, and are not warranted to satisfy, all requirements of professional or high-end home theater applications.
- b. The digital input terminals of certain Hitachi projectors (M1-D and DVI) are intended for computer data transfer and are not designed for video signal transfer, including but not limited to the transfer of DVD signals from a computer, DVD player or any other device. For best video results, component inputs are recommended.
- c. Hitachi's 1365 x 1024 resolution projectors do not remap 1280 x 1024 signals or any other signals to 1365 x 1024 resolution. SXGA input will be reproduced as standard SXGA output.
- d. The projector'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 projector for a variety of possible reasons, such as data encryption, data compression, HUB interfaced memory, inappropriate class definition of memory or otherwise.

- e. The wireless performance specifications of the projector are defined based on optimal operating conditions and configurations. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Due to the characteristics of short throw distance projectors, the tolerance of focus performance, image distortion and drift may vary more widely than with non-short throw distance projectors, and their use with uneven screen surfaces may lead to increased image distortion and unbalanced focus issues.
- 5. Warranty Claims, Product Return Procedures and Remedies. In the unlikely event that a Hitachi projector, lamp or accessory should prove defective during the Warranty Period, (a) please return the product to the retailer that sold it to vou if the defect occurs within the first 60 days of purchase; or (b) after such 60-day period, please locate your nearest Hitachi Authorized Service Center by calling 1-800-HITACHI and file a warranty claim in accordance with Hitachi's then-current Return Material Authorization (RMA) Procedures. Hitachi's RMA Procedures can be referenced at www.hitachi.us/digitalmedia or by calling 1-800-HITACHI. YOU MUST PRESENT A VALID PROOF OF PURCHASE IN ORDER TO MAKE A WARRANTY CLAIM. NO RETURNS WILL BE ACCEPTED UNLESS THEY ARE MADE IN ACCORDANCE WITH HITACHI'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 proof of purchase included in the box. Failure to properly package the product will void all applicable warranties. Hitachi shall not be liable under any circumstances for any damage to or loss of the product during shipping or transit and recommends that you procure appropriate shipping insurance. After receipt of your product properly shipped as described above, Hitachi will inspect the product. If Hitachi determines that the product contains a warranted defect, Hitachi will, at its sole option, either ship to you the repaired product or replace the product with a new or reconditioned product of comparable or greater specified functionality. If in Hitachi's sole opinion no comparable product is available, Hitachi may, at its sole discretion and option, refund the original purchase price of the applicable product. HITACHI'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If Hitachi repairs your product. any product parts that are replaced during the repair process shall become Hitachi's property. If Hitachi chooses to replace your product rather than repair it, or if Hitachi refunds your original purchase price of the applicable product, the product you returned to Hitachi shall become Hitachi's property. Except as stated in Section 2 above, all repaired or replaced product shall be warranted for the remainder of the original Warranty Period or, if the product defect occurs ninety (90) days or less before the expiration of the Warranty Period, and the product is properly returned to Hitachi prior to the expiration date of the Warranty Period, then the repaired or replaced product will be warranted for ninety (90) days from the date Hitachi ships the repaired or replacement product to you.
- DISCLAIMERS OF ALL OTHER WARRANTIES. HITACHI MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO YOUR HITACHI PRODUCT OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE. NO HITACHI DEALER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, HITACHI DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRIGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ANY APPLICABLE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROJECTOR IS LIMITED TO THE DURATION OF THE WRITTEN WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 7. 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 OR LOSS OF BUSINESS, EVEN IF HITACHI IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU

SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

End User Support Technical Support Website Warranty Registration 1-800-HITACHI www.hitachiserviceusa.com www.hitachi.us/digitalmediaregistration

ATTACHMENT 1 WARRANTY PERIODS AND TERRITORY

The Warranty Periods below apply only to products purchased on or after the Limited Warranty Effective Date specified below. If you purchased your product prior to that Limited Warranty Effective Date, please see Hitachi's Warranty Archive at www.hitachi.us/digitalmedia for the limited warranty that applies to your product.

- All time periods below begin on the original date of product purchase by the original End User from an authorized Hitachi reseller, as shown on End User's original product receipt or invoice.
- 2. Where a warranty period is listed in days as well as hours of usage, the applicable Warranty Period expires on whichever time period occurs first.
- 3. "A-Stock" refers to new products. "B-Stock" refers to refurbished products.
- "USA" refers to the fifty United States, the District of Columbia and Puerto Rico only, not including any other U.S. territories, commonwealths, possessions or protectorates.

Limited Warranty Effective Date: January 1st, 2008 Territory: USA

| Projector Model | Projector Warranty Period | Accessory Warranty Period | Lamp Warranty Period | Optical Assembly Warranty Period |
|--|---------------------------------|---------------------------------|--------------------------------|---|
| All models (except the models written below) (A-Stock) | 3 years | 60 days | 90 days or 250 hours of use | 3 years See the exception at section 3(f) of Limited Warranty |
| CP-R Series (A-Stock) | 3 years | 60 days | 90 days or 250 hours of use | 3 years See the exception at section 3(f) of Limited Warranty |
| ED- Series (A-Stock) | 3 years | 60 days | 90 days or 250 hours of use | 3 years See the exception at section 3(f) of Limited Warranty |
| PJ- Series (A-Stock) * | 3 years | 60 days | 90 days or 250 hours of use | 3 years See the exception at section 3(f) of Limited Warranty |
| All Models (B-Stock) | 1 year | 60 days | 90 days or 250 hours of use | 1 year or 500 hours of use, whichever comes first. See the exception at section 3(f) of Limited Warranty |

(*) PJ-TX Series excluded. The limited warranty applicable to Hitachi PJ-TX Series models is governed only by the limited warranty terms and conditions that accompany the actual products.