

MITSUBISHI ELECTRIC US, INC. VISUAL AND IMAGING SYSTEMS DIVISION

5900-A Katella Ave, Cypress, CA 90630 U.S.A +1 (888) 307-0309

LIMITED WARRANTY FOR DISPLAY WALL PRODUCTS

- 1A. Subject to the terms and conditions in this limited warranty, MITSUBISHI ELECTRIC US, INC. ("MEUS") warrants to the original purchaser at retail from an MEUS authorized reseller (the "Purchaser") of this VIDEO DISPLAY CUBE, LCD MONITOR, or VIDEO CONTROLLER PC (the "Product") that should this Product be defective by reason of improper workmanship and/or materials as determined by MEUS, then MEUS shall repair or replace, at its option, any defective part of the Product without charge for the part(s) for the period specified in this limited warranty and shall, for the period specified, bear the labor expense when such labor is performed by an authorized MEUS service provider, except that in some instances in which the Product is located outside of the United States the Purchaser may bear some labor and transportation expenses.
- 1B. The term for this limited warranty commences 30 days following the date on which the Product ships from MEUS to the Purchaser. If Purchaser purchases the Product from a MEUS authorized reseller, dealer or system integrator, however, the term of this limited warranty commences 30 days following the date on which the Product first shipped from MEUS to the original authorized reseller, dealer, or system integrator. Notwithstanding any provision to the contrary in this paragraph, if a Certificate of Installation is provided to the Purchaser by a MEUS authorized reseller, dealer, or system integrator, , and if the Certificate of Installation is approved by MEUS in MEUS's sole discretion, the term of the limited warranty will commence on the date set forth on the MEUS-approved Certificate of Installation. Schedule "A" lists the term of the limited warranty period by Product type.
- 1C. All parts used for replacement are warranted for the remainder of the original warranty period. These replacement parts or replacement Product, at the sole discretion of MEUS, may be either new or remanufactured and may be shipped to Purchaser in either new or used packaging. MEUS will cover the costs of duties, taxes, and freight of the replacement or service parts when used for repair under the limited warranty. MEUS reserves the right to request the return of the defective part or product unit being replaced. If MEUS requests the return of the defective part or Product with the same packing materials with which it was sent if these packing materials are in the same condition as when it was sent or with equivalent materials likewise designed to avoid breakage during shipment. Failure to return the defective part or product unit upon request by MEUS may result in MEUS charging the Purchaser the full retail price of the replacement part or product unit.
- 1D. Warranty coverage on third party products that were resold by MEUS as part of a package is limited to the original manufacturer's warranty terms, unless otherwise specified herein or in writing in the purchase agreement between MEUS and Purchaser or in a written purchase agreement between MEUS and its authorized MEUS reseller, dealer or system integrator.
- 1E. The term of the warranty coverage for the following accessories is 90 days from the date specified in section 1B regardless of whether these accessories are third party products or MEUS products: AC power cords, video cables, remote controllers, keyboards, and mouse.
- 1F. Product must be in a serviceable position in order for repair to take place. It is the responsibility of the Purchaser to ensure and take adequate measures to position the Product such that it is accessible for service, or, when approved in MEUS's sole discretion, provide the equipment needed to access the Product, so that a MEUS authorized service provider can easily access the Product to perform the repair(s) and/or replacement. The Purchaser is responsible for backing up all software and data utilized on or in connect with the Product on a regular basis and prior to commencement of any repair.
- 1G. Where the Product is located outside the United States in a remote area where MEUS has no authorized service provider or where the Product is not easily accessible by an authorized service provider, Purchaser may be required to bear part or all of the transportation and travel time costs for an authorized service provider. For further information regarding the location of authorized service providers, please contact Mitsubishi Electric U.S. Inc., Product Support Visual and Imaging Systems Division, 5900-A Katella Ave., Cypress, CA 90630, telephone number: +1 (888) 307-0309.
- 1H. This limited warranty does not extend to any person or entity which purchases a Product from a seller other than MEUS or a MEUS authorized reseller, dealer, or system integrator.
- 2. Pixel Limited warranty on LCD MONITOR: MEUS strives to deliver the perfect LCD monitor, and warrants that all LCD monitors to be free from major workmanship defects. In consideration of certain manufacturing constraints and the natural characteristics of LCD panels, MEUS considers LCD panels with dead or malfunctioning pixels to be functionally sound and within manufacturing specifications when there are either (a) no more than two (2) adjacent malfunctioning pixels or (b) there are no more than nine (9) total non-adjacent, scattered malfunctioning pixels in any given non-test pattern display screen.
- 3. REQUESTING WARRANTY SERVICE: The Purchaser must contact their system integrator, reseller, dealer, or MEUS at the number below. The name and address of the nearest service provider can be obtained by writing or calling MEUS at the address and telephone number provided below. THE PURCHASER MUST PRESENT TO THE SERVICE CENTER A SALES RECEIPT OR OTHER WRITTEN EVIDENCE ESTABLISHING PROOF AND DATE OF PURCHASE. For further support, please contact your system integrator, reseller, or dealer, or MEUS by email at tsupport@meus.mea.com or by phone in USA +1-888-307-0309.
- 4. EXPRESS REPLACEMENT ASSISTANCE (ERA): In its discretion, MEUS allows ERA for some Products in some geographical locations so long as the Product model number continues to be offered and sold. Schedule "A" lists the current availability of ERA by Product. In its discretion, MEUS may from time to time change the availability of ERA for certain Products and in certain geographical locations and will discontinue ERA for any Product listed on ERA when that Product model number is no longer offered and sold. ERA is only offered within the continental United States. When Purchaser contacts technical support by phone and MEUS offers ERA for Purchaser's Product, technical support will assign a case number and provide Purchaser an ERA form or information on initiating an ERA request online. After MEUS receives and approves completed ERA request documentation, MEUS will ship the replacement Product or module next business day with overnight shipping method, except that MEUS will ship LCD Monitors via ground transportation. If at any time ERA is offered for locations outside of the continental United States, the terms of shipping will vary. It is the responsibility of the Purchaser ensure that it returns the original (core) Product or module to MEUS such that MEUS receives the returned Product within 15 days of the carrier's delivery of the ERA unit to Purchaser. At the time it makes the ERA request, Purchaser must submit collateral, such as a credit card number and charge authorization, securing the return of the defective item. If Purchaser does not return the defective



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item to MEUS timely, MEUS will charge Purchaser the full-list price of the replacement item at the expiration of the 15 day return period. In its sole discretion, MEUS may decline to approve any further ERA requests from a Purchaser who has failed to return timely an original defective Product under the ERA Program. Additional terms and conditions of ERA apply and are listed on the ERA form and website for online submissions.

- 5A. THIS LIMITED WARRANTY DOES NOT COVER: Units that have been modified, altered, repaired or serviced by anyone other than a MEUS authorized service provider; cosmetic damage; damage to this Product or to any other products where such damage is caused by unauthorized modification, alteration, repairs to or service of the product; accident; physical abuse or misuse or operation contrary to instructions in User's Manual, (including any failure to carry out any maintenance as described in the User's Manual); damage from excessive physical or electrical stress; displaying of fixed images for long periods of time resulting in image persistence and/or image staining on the LCD screen; LCD MONITOR image stain or brightness non-uniformity or other phenomena inherent to the technology; freight damage or damage due to improper shipping methods; damage caused by use of third party components or hardware; any mechanical breakdown or damage caused by a computer virus; failure as a result of rust or corrosion on any covered product or part; damage caused by moving the Product to another location; any damage caused by acts of God or other factors beyond the reasonable control of MEUS, including but not limited to loss or damage caused by war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout, or civil commotion; and nonfunctional parts (defined as a parts that are not critical to the performance of the product's essential function, or a part that, if missing or broken, does not result in the product being non-operational) or aesthetic parts, including but not limited to plastic parts, shelves, drawers, racks, knobs, rollers, baskets, scratches, handles, cosmetic parts or peeling and dents. This limited warranty also excludes service where no defect in the product covered under this limited warranty is found; any products that have had a serial number or any part thereof altered, defaced or removed; service calls related to unsatisfactory audio or visual reception or signal unless caused by a defect in the product that is covered under this limited warranty; any costs or expenses for, or damages arising from product removal, installation or set-up, any adjustments of user controls, or other adjustments necessary to prepare the unit for display or use, or connection with any external device. Please consult the operating instructions contained in the User's Manual furnished with the product for information regarding user controls.
- 5B. Image staining is inherent in LCD technology. **LCD MONITOR image stain and brightness non-uniformity are not covered by this limited warranty.**
- 6. ANY EXPRESS WARRANTY NOT PROVIDED IN THIS LIMITED WARRANTY, AND ANY REMEDY WHICH, BUT FOR THIS DISCLAIMER PARAGRAPH, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW IS HEREBY EXCLUDED AND DISCLAIMED. BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 7. UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE.
- 8. For any dispute with MEUS, you agree to first contact us by phone +1-888-307-0309 or e-mail tsupport@meus.mea.com or U.S. Mail at Mitsubishi Electric US, Inc., ATTN: Product Support, Visual and Imaging Systems Division, 5900-A Katella Avenue, Cypress, CA 90630, and attempt to resolve the dispute with us informally by providing your name, address, and contact information and describing the nature of the dispute. In the unlikely event that MEUS has not been able to resolve a dispute it has with you within 60 days of your original informal claim (or sooner if, in MEUS's opinion, a dispute is not likely to be resolved within 60 days), we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Orange County, California. JAMS may be contacted at www.jamsadr.com and will require you to pay an initial filing fee set by JAMS (unless you successfully apply for a waiver of this fee from JAMS). All other JAMS costs associated with the arbitration will be borne by MEUS. The arbitration will be conducted in Orange County, California, unless you request an in-person hearing where you live, or if you and MEUS agree otherwise. If the arbitrator decides in your favor, the award may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for any expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator makes an award in your favor greater than MEUS's last written offer, MEUS will pay you the greater of the award or \$500, plus your reasonable attorney's fees, if any, and reimburse any reasonable expenses (including reasonable expert witness fees and costs) that are reasonably accrued for investigating, preparing, and pursuing your claim in arbitration, as determined by the arbitrator or as agreed to by you and MEUS. The arbitration will be conducted in Orange County, California (or the nearest JAMS Office to Orange County) unless you and MEUS agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You may sue under state law in a small claims court of competent jurisdiction without first engaging in arbitration, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.
- 9. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by MEUS. You agree that you and MEUS are each waiving the right to a trial by jury or to participate in a class action.
- 10. You may opt out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Warranty by notifying MEUS in writing within 30 days of purchase. Such written notification must be sent to Mitsubishi Electric US, Inc., ATTN: Legal, 5900-A Katella Avenue, Cypress, CA 90630, and must include (1) your name, (2) your address, (3) your warranted product's serial number, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30 day time limit to opt out.
- 11. This warranty gives specific legal rights, and the Purchaser may also have other rights which vary from country to country.
- 12. If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the Limited Warranty.



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- 13. MEUS can be reached by mail at: Mitsubishi Electric US, Inc. Attn: Product Support Visual and Imaging Systems Division, 5900-A Katella Ave, Cypress, CA 90630, U.S.A. +1 (888) 307-0309
- 14. Additional product and technical information can be found at: www.me-vis.com.

SCHEDULE A

LCD MONITOR MODEL	WARRANTY TERM	COVERAGE	ERA AVAILABLE
LM55P1(W); LM55S1(W); LM46P1(W)	3 Years	Parts and Labor	Yes* via ground transportation shipping

VIDEO DISPLAY CUBE (Engine, Cabinet, and Screen)	WARRANTY TERM	COVERAGE	ERA AVAILABLE
WE, HE, PE, XE, HS, PH, XH series	2 Years	Parts and Labor	Yes* via overnight shipping
LAMP LIGHT SOURCE (PH/XH series)	1 Year (Normal Mode)	Parts	No
OPTIONAL INPUT CARDS VC-B70DA2, VC-B70DC, VC-B70G2, VC-B70SD1, VC-B70V2, VC-B70D2,	2 Years	Parts	No

VIDEO CONTROLLER PC	WARRANTY TERM	COVERAGE	ERA AVAILABLE
VC-TP14S, VC-TP9S, VC-TP2S**	3 Years	Parts and Labor	Yes* via overnight shipping
VC-MG44, VC-MG42, VC-MG40, VC- MV16, VC-MV8	3 Years	Parts and Labor	Yes* via overnight shipping

^{*} ERA is only available in the continental United States and is only available for the Product Model numbers set forth above so long as MEUS continues to offer and sell those product numbers.

^{**} ERA on VIDEO CONTROLLER PC is for non-configured PCs only. Purchaser, MEUS authorized system integrator, or MEUS authorized service provider must remove video input/output cards from the original video controller PC unit and then install these card in the ERA unit.