

# GVISION USA (3) YEAR LIMITED GLOBAL WARRANTY

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Effective on January 1<sup>st</sup>, 2019

**IMPORTANT: by using GVISION brand product you are agreeing to be bound by the terms of the GIVISON LIMITED WARRANTY (“Warranty”) as set out below.**

**This warranty gives you specific legal rights, and you may have other rights that vary from state to state (or by country or province). Other than as permitted by the law, GVISION USA does not exclude, limit or suspend other rights you may have, including those that may arise from the nonconformity of a sales contract.**

GVISION USA, Inc Global Warranty covers its hardware products worldwide for three (3) years contained in the original packaging against defects materials and workmanship, and one (1) year for the backlight\* of the product from the original purchase date.

\*some models may include an extended backlight warranty period- please check with your sales rep to verify specific model.

During the Warranty period in accordance under this warranty, GVISION will, at its option: (a) repair the product using new or refurbished parts that are equivalent to new in performance and reliability, (b) replace the product with the same model (or with end-user consent a product that has similar functionality) formed from new and/or refurbished parts that are equivalent to new in performance and reliability, or (c) exchange product for a refund of GVISION customer’s purchase price.

**IMPORTANT: DO NOT attempt to open or remove any protective caps attached to GIVISON Product as it may cause damage that is not covered by this Warranty. Only GVISION authorized Technician should perform service on the product.**

This warranty does not cover: (a) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (b) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (c) to damage by faulty associated equipment, external causes from electric power, and the use of supplies and parts not meeting the products’ specifications; (d) to damage caused by malfunction resulting from normal wear and tear, accident, misuse, unauthorized repair or modification, mishandling; to damage by shipping damage, acts of nature, and (e) to damage by operation contrary to furnished instructions. GVISION USA is not liable for damages to property, loss of use, or other incidental and consequential damages. The warranty is nullified on product on which the serial number has been removed, defaced or modified.

Any implied warranty, including any implied warranty of merchantability and fitness for a particular purpose shall be limited in duration to the period of time set forth above. Our liability for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damage or defective goods, whether such defects are discoverable or latent, shall in no event exceed the purchase price of the product. GVISION USA shall not be responsible for loss of use, commercial loss or other incidental or consequential damages. Some states do not allow limitations of incidental or consequential damages, so the above limitations or exclusions may not apply.

To obtain warranty service worldwide, the customer must return the product within the warranty period together with the original or legible copy of a dated proof-of-purchase and a return merchandise authorization (RMA) form with case number, issued from the manufacturer. Return merchandise to an authorized service center with prepaid transportation charges, no collect shipping charges.

GVISION RMA process:

1. Complete GVISION RMA form.
2. Request for RMA number.
  - a. For repair or replace, send e-mail to [RMA@GVision-USA.com](mailto:RMA@GVision-USA.com) with the form as attachment.
  - b. For return, send e-mail to [orders@GVision-USA.com](mailto:orders@GVision-USA.com) with the form as attachment.
3. Double check that the items are clean & properly package the product(s), preferable in the original case/packaging.
4. Send the package to:  
GVision USA Inc.  
ATTN: RMA Dept. [RMA number]  
20532 Crescent Bay Dr. Ste 104, Lake Forest, CA 92630

Following warranty service product or a replacement device will be returned to the end-user as configured when originally purchased, subject to applicable update. GVISION may install system software updates as part of warranty service that will prevent the product from reverting to an earlier version of the system software. GVISION are not responsible for any third party applications that may not be compatible or work with GVISION product as result of the system software update. Recovery and reinstallation of third party software programs, data and information are not covered under this Warranty; the end-user will be responsible for reinstalling all other software programs, data and information.

GVISION USA, Inc reserves the right to change the method by which company may provide warranty service to the customer, and product's eligibility to receiver a particular method of service. The customer is responsible for shipping and handling charges. The customer will also comply with all applicable import and export laws and regulations and be responsible

for all custom duties, V.A.T. and other associated taxes and charge if seeking service outside of US.

#### LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, GVISION IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE GVISION PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE GVISION PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GVISION DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY GVISION DEVICE UNDER THIS WARRANTY OR REPLACE THE GVISION PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE GVISION PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.