

Limited Warranty for Symbicon IconOne.

NOTE –THIS PRODUCT IS DESIGNED AND SOLD ONLY FOR COMMERCIAL USE. CONSUMER USE IS NOT PERMITTED. ICONONE PRODUCTS ARE MANUFACTURED/ADAPTED FOR USE IN SPECIFIC COUNTRIES. ANY USE OTHER THAN IN A PERMITTED COUNTRY RENDERS THIS WARRANTY VOID.

Warranty Period

Icon One products ("Products") are warranted against defects in materials and workmanship for a period of twenty four (24) months during normal usage from the original date of purchase ("Warranty Period"), subject to the conditions and terms set forth below ("Limited Warranty")

In the event that the Product is repaired off-site and the Warranty Period would otherwise expire within thirty (30) days after delivery of the Product to the Purchaser following such repair, the Warranty Period will be extended to continue until thirty (30) days after the Product has been delivered to the Purchaser. This aforementioned extension is applicable only to defects or damages reported during the original Warranty Period.

Warranty Coverage

This Limited Warranty applies only to hardware products provided by Symbicon. This Limited Warranty does not apply to any software, including but not limited to software embedded within or provided in connection with the Product.

If the Product is intended to be used, or is used, in an environment that does not comply with the provided specifications included with the written materials accompanying the Product, Symbicon's prior written approval must be obtained, or this Limited Warranty is void.

This Limited Warranty covers only the original purchaser of the Product and it is not transferable or assignable to any subsequent purchaser without the written consent of the original seller or Symbicon.

Requesting Warranty Service

Should there be need for warranty service, please contact the seller immediately.

Warranty service is available only if a valid Warranty Period can be demonstrated. In order to obtain warranty service, the purchaser must provide the seller with written proof of purchase, including the date of purchase, and a description of the defect, along with at least four (4) depictive photographs. In addition, a written description of the operating environment is required, including the conditions at the moment the defect was detected and at least two (2) photographs depicting the operating environment.

Before making a request for service under this Limited Warranty, please check with the seller that the defect is covered by this Limited Warranty and what kind of measures should be taken to best rectify the situation and to prevent any additional defects occurring in relation to the Product. If the defect is not covered by this Limited Warranty, an estimate of the repair costs will be provided by the seller. If the purchaser and the seller cannot agree, please contact Symbicon directly.

If the defect is covered by this Limited Warranty, the Product will be serviced at the location where the Product is installed. If the defect is unserviceable on location, the Product will be uninstalled and removed from the location. After repairs or replacement, the Product will be returned to the location and re-installed. If requested by Symbicon, the purchaser shall deliver the Product to the seller at Symbicon's expense.

The seller shall use reasonable efforts to begin repairs on any defects subject to this Limited Warranty within five (5) working days from the time a request for service has been received by the seller. Should more expeditious repairs be required or if the repairs have to be conducted off-hours, additional charges may apply. However, all times may vary depending on the availability of spare parts and workload of the seller.

For enhanced user experience, several additional service agreements are available. Please contact the seller for more information. Notwithstanding the aforementioned additional service agreements, no Symbicon reseller, distributor, agent or employee or employee of an authorized service center is authorized to make any modification, extension, or addition to this Limited Warranty.

The seller and/or Symbicon retain the sole discretion in every case either to repair any covered defects in a Product or replace the Product.

Warranty service may be carried out using either new or refurbished replacement parts. Any replaced parts become Symbicon's property.

Pixel Warranty

Symbicon strives to provide Products free from defects in material and workmanship. However, due to certain manufacturing constraints, some malfunctioning pixels may appear in connection with the Product. As a result, the Product is regarded functionally sound and free of defects if the amount of malfunctioning pixels does not exceed a one (1) per mille of the total number of pixels.

Exclusions and Limitations

No uninterrupted or error-free operation of the Product is warranted under this Limited Warranty. Any reduction in readability of the content displayed by the Product in direct sunlight or under bright lightning is inherent to the technology used in the Products and is not regarded as a defect.

This Limited Warranty is void if the defect or damage is a result of an external factor, such as an accident, excessive voltage, fluctuation of voltage, mischief, vandalism, a momentary or prolonged exceeding of threshold values determined in the Specifications or any other defect or damage caused by an external factor. This Limited Warranty is also void if the defect is caused by improper use, installation contrary to the installation instructions provided with the Products, use of replacement parts or accessories provided by third parties or servicing provided by a party not authorized by Symbicon.

This Limited Warranty does not apply to normal wear and tear and cosmetic damage, such as irregularities in displayed tones and backlight due to usage, scratches on the glass surface of the display, scratches on or fading of the paint or wear of non-essential parts. Symbicon reserves the right to determine normal wear and tear on any and all Products. Any defects arising in connection with services or products provided by third parties, including but not limited to software errors, computer viruses and telecommunications errors are excluded from this Limited Warranty.

Under this Limited Warranty, the Product may be used continuously for a maximum twenty (20) hours per day. Any excess use of the Product renders this Limited Warranty null and void.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES. WITHOUT LIMITING THE FOREGOING, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SYMBICON IS NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER NON-DIRECT DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR ANY DEFECT IN OR USE OF THE PRODUCT, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF THE USE OF MONEY; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR OTHERWISE, WHETHER OR NOT SYMBICON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYMBICON IS NOT LIABLE FOR ANY TRANSPORTATION COSTS AND SYMBICON DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS LIMITED WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR DEFECTS, WHETHER OBSERVABLE, HIDDEN OR LATENT. EACH PROVISION OF THIS LIMITED WARRANTY IS SEVERABLE, AND IF ONE OR MORE PROVISIONS ARE DECLARED INVALID OR UNENFORCEABLE PURSUANT TO APPLICABLE MANDATORY LEGISLATION, THE REMAINING PROVISIONS WILL REMAIN IN FULL FORCE AND EFFECT.