

## Limited Warranty

The warranty obligations of Kramer Electronics Inc. ("Kramer Electronics") for this product are limited to the terms set forth below:

### What is Covered

This limited warranty covers defects in materials and workmanship in this product.

### What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Kramer Electronics to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product.

Without limiting any other exclusion herein, Kramer Electronics does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

### How Long this Coverage Lasts

The standard limited warranty for Kramer products is seven (7) years from the date of original purchase, with the following exceptions:

1. All Kramer VIA hardware products are covered by a standard three (3) year warranty for the VIA hardware and a standard three (3) year warranty for firmware and software updates; all Kramer VIA accessories, adapters, tags, and dongles are covered by a standard one (1) year warranty.
2. Kramer fiber optic cables, adapter-size fiber optic extenders, pluggable optical modules, active cables, cable retractors, ring mounted adapters, portable power chargers, Kramer speakers, and Kramer touch panels are all covered by a standard one (1) year warranty.
3. All Kramer Cobra products, all Kramer Calibre products, all Kramer Minicom digital signage products, all HighSecLabs products, all streaming, and all wireless products are covered by a standard three (3) year warranty.
4. All Sierra Video MultiViewers are covered by a standard five (5) year warranty.
5. Sierra switchers & control panels are covered by a standard seven (7) year warranty (excluding power supplies and fans that are covered for three (3) years).
6. K-Touch software is covered by a standard one (1) year warranty for software updates.
7. All Kramer passive cables are covered by a ten (10) year warranty.

## **Who is Covered**

Only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of this product.

## **What Kramer Electronics Will Do**

Kramer Electronics will, at its sole option, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty:

1. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore this product to its proper operating condition. Kramer Electronics will also pay the shipping costs necessary to return this product once the repair is complete.
2. Replace this product with a direct replacement or with a similar product deemed by Kramer Electronics to perform substantially the same function as the original product. If a direct or similar replacement product is supplied, the original product's end warranty date remains unchanged and is transferred to the replacement product.
3. Issue a refund of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this limited warranty.

## **What Kramer Electronics Will Not Do Under This Limited Warranty**

If this product is returned to Kramer Electronics or the authorized dealer from which it was purchased or any other party authorized to repair Kramer Electronics products, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment. Kramer Electronics will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. Kramer Electronics will not be responsible for any costs related to any setting up this product, any adjustment of user controls or any programming required for a specific installation of this product.

## **How to Obtain a Remedy Under This Limited Warranty**

To obtain a remedy under this limited warranty, you must contact either the authorized Kramer Electronics reseller from whom you purchased this product or the Kramer Electronics office nearest you. For a list of authorized Kramer Electronics resellers and/or Kramer Electronics authorized service providers, visit our web site at [www.kramerav.com](http://www.kramerav.com) or contact the Kramer Electronics office nearest you.

In order to pursue any remedy under this limited warranty, you must possess an original, dated receipt as proof of purchase from an authorized Kramer Electronics reseller. If this product is returned under this limited warranty, a return authorization number, obtained from Kramer Electronics, will be required (RMA number). You may also be directed to an authorized reseller or a person authorized by Kramer Electronics to repair the product.

If it is decided that this product should be returned directly to Kramer Electronics, this product should be properly packed, preferably in the original carton, for shipping. Cartons not bearing a return authorization number will be refused.

## **Limitation of Liability**

THE MAXIMUM LIABILITY OF KRAMER ELECTRONICS UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KRAMER ELECTRONICS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

## **Exclusive Remedy**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KRAMER ELECTRONICS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF KRAMER ELECTRONICS CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT AS PROVIDED UNDER APPLICABLE LAW.

IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS A "CONSUMER PRODUCT" UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.A. §2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY TO YOU, AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY AS PROVIDED UNDER APPLICABLE LAW.

## **Other Conditions**

This limited warranty gives you specific legal rights, and you may have other rights which vary from country to country or state to state.

This limited warranty is void if (i) the label bearing the serial number of this product has been removed or defaced, (ii) the product is not distributed by Kramer Electronics or (iii) this product is not purchased from an authorized Kramer Electronics reseller. If you are unsure whether a reseller is an authorized Kramer Electronics reseller, visit our web site at [www.kramerav.com](http://www.kramerav.com) or contact a Kramer Electronics office from the list at the end of this document.

Your rights under this limited warranty are not diminished if you do not complete and return the product registration form or complete and submit the online product registration form. Kramer Electronics thanks you for purchasing a Kramer Electronics product. We hope it will give you years of satisfaction.