

AVer Information Inc. Limited Warranty

1. Limited Warranty.

For a period of time beginning on the date of purchase of the applicable product and extending as set forth in Section 6 of this Limited Warranty (the "Warranty Period"), AVer Information Inc. ("AVer") warrants that the applicable product ("Product") substantially conforms to AVer's documentation for the product and that its manufacture and components are free of defects in material and workmanship under normal use. "You" as used in this agreement means you individually or the business entity on whose behalf you use or install the product, as applicable. This limited warranty extends only to You as the original purchaser. Except for the foregoing, the Product is provided "AS IS." In no event does AVer warrant that You will be able to operate the Product without problems or interruptions, or that the Product is suitable for your purposes. Your exclusive remedy and the entire liability of AVer under this paragraph shall be, at AVer's option, (a) repair the product using new or refurbished parts or (b) replace the product with a new or refurbished product (or comparable product). For purposes of this Limited Warranty, the term "Refurbished" is defined as a product or part that has been returned to its original manufacturer's specifications. This warranty does not apply to (a) any Product on which the serial number has been defaced, modified, or removed, or (b) cartons, cases, batteries, cabinets, tapes, or accessories used with this product. This warranty does not apply to any Product that has suffered damage, deterioration or malfunction due to (a) accident, abuse, misuse, neglect, fire, water, lightning, or other acts of nature, commercial or industrial use, unauthorized product modification or failure to follow instructions included with the Product, (b) misapplication of service by someone other than the manufacturer's representative, (c) any shipment damages (such claims must be made with the carrier), or (d) any other causes that do not relate to a Product defect. The Warranty Period of any repaired or replaced Product shall be the longer of (a) the original Warranty Period or (b) thirty (30) days from the date of delivery of the repaired or replaced product.

2. Limitations of Warranty.

AVer makes no warranties to any third party. You are responsible for all claims, damages, settlements, expenses, and attorneys' fees with respect to claims made against You as a result of Your use or misuse of the Product. This warranty applies only if the Product is installed, operated, maintained, and used in accordance with AVer specifications. Specifically, the warranties do not extend to any failure caused by (i) accident, unusual physical, electrical, or electromagnetic stress, neglect or misuse, (ii) fluctuations in electrical power beyond AVer specifications, (iii) use of the Product with any accessories or options not furnished by AVer or its authorized agents, or (iv) installation, alteration, or repair of the Product by anyone other than AVer or its authorized agents.

3. Disclaimer of Warranty.

Except As Expressly Provided Otherwise Herein And To The Maximum Extent Permitted By Applicable Law, AVer Disclaims All Other Warranties With Respect To The Product, Whether Express, Implied, Statutory Or Otherwise, Including Without Limitation, Satisfactory Quality, Course Of Dealing, Trade Usage Or Practice Or The Implied Warranties Of Merchantability, Fitness For A Particular Purpose Or Noninfringement Of Third Party Rights.

4. Limitation of Liability.

In no event shall AVer be liable for indirect, incidental, special, exemplary, punitive, or consequential damages of any nature including, but not limited to, loss of profits, data, revenue, production, or use, business interruption, or procurement of substitute goods or services arising out of or in connection with this limited warranty, or the use or performance of any product, whether based on contract or tort, including negligence, or any other legal theory, even if AVer has advised of the possibility of such damages. AVer's total, aggregate liability for damages of any nature, regardless of form of action, shall in no event exceed the amount paid by you to AVer for the specific product upon which liability is based.

5. Governing Law and Your Rights.

This warranty gives You specific legal rights; You may also have other rights granted under state law. These rights vary from state to state.

6. Warranty Period of AVer Product Purchased:

AVerVision M series, F series, SPB series, V300AF+, CP series	: 5 Year Limited Parts and Labor
AVerVision W series	: 3 Year Limited Parts and Labor (Battery excluded and limited for 1 year only)
AVerVision U series	: 2 Year Limited Parts and Labor
Wireless Pen AP20 series	: 3 Year Limited Parts and Labor (Battery excluded and limited to 1 year only)
All Accessories & other AVerKey Products	: 1 Year Limited Parts and Labor

For discontinued and refurbished products, please contact AVer for warranty period coverage.

