

tvONE Limited Warranty

Except for the limited warranty specifically set forth below, no warranty is made, either expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event shall tvONE™ be liable for errors found within, or be liable for any direct, indirect or consequential damages or loss in connection with the purchase or use of the Product and any related hardware, software, or manual. The sole and exclusive liability of tvONE™ regardless of the form of action shall not exceed the purchase price of the Product described herein.

tvONE™ makes no warranties or representations that the Product or the Software will meet or satisfy the intended use or needs of You. You have the sole and exclusive obligation to make such determination. tvONE™ shall have no obligations of any type to You as a result of the Product and/or Software not satisfying or meeting the intended purpose or need of You.

tvONE™ warrants to the original purchaser that the Product will be free from defects in materials and workmanship for a fixed term from the date of purchase. The warranty term for specific product lines is as follows:

1. tvONE™ branded products based on tvONE™ 's CORIO™ technology are warranted for a period of five years from the date of purchase. This includes products with the model number prefix of C2, 1T-C2, C3, CX, A2, or S2.
2. tvONE™ products (other than (i) those based on tvONE™ 's CORIO™ technology mentioned above, and (ii) the ONERack™ products, mentioned below) are warranted for a period of two years from the date of purchase. This includes products with the model number prefix of 1T, with the exception of 1T-C2.
3. Magenta™ branded products are warranted for a period of five years from the date of purchase.
4. ONERack™ branded products are warranted for a period of one year from the date of purchase.
5. LCD Monitors are warranted for a period of three years from the date of purchase, with the exception of the LCD panels integrated into the monitors that are supplied by third parties. LCD panels are limited to the term and conditions of the warranty offered by the respective LCD panel manufacturer. Such specific LCD panel warranties are available upon request to tvONE™ .

The liability of tvONE™ to the original purchaser with respect to any defective Product (as determined by tvONE™ in its sole but reasonable discretion) will be limited to (i) providing the original purchaser with a credit towards the purchase of additional products in an amount equal to the purchase price paid for the defective Product, (ii) the repair by tvONE™ of the defective Product, or (iii) the replacement by tvONE™ of such defective Product. In no event shall tvONE™ be responsible or liable for any damage arising from the use of such defective Product whether such damages be direct, indirect, consequential or otherwise, and whether such damages are incurred by the reseller, end-user or any third party. You are required to promptly provide written notice to tvONE™ after become aware of a defect in the Product. Should a Product, in tvONE™ 's sole but reasonable determination, prove defective within the applicable warranty period, tvONE™ will either, at its discretion,: (i) provide the original purchaser with a credit towards the purchase of additional products in an amount equal to the purchase price paid for the defective Product (in which event the Product must be returned to tvONE™); (ii) repair the defective Product; or (iii) replace the defective Product. Any defective parts replaced become the property of tvONE™. This warranty does not apply to any Product which has been damaged due to accident, unauthorized alterations, improper repair, modifications, inadequate maintenance and care, or use in any manner for which the product was not originally intended.

If repairs are necessary under this warranty policy, the original purchaser must obtain a Return Authorization Number from tvONE™ and return the product to a location designated by tvONE™ , freight prepaid. After repairs are complete, the product will be returned, freight prepaid.

Any lawsuit arising out of, or related to, the sale of the Product (including but not limited to any warranty claims) must be brought within one year of the date the cause of action first accrues and must be brought in a state or federal court located in Hamilton County, Ohio.

Except for the limited warranty specifically set forth above, the Product is sold "as is". The above limited warranty is in lieu of all other warranties for the Product, expressed or implied, and is strictly limited to the applicable stated number of years from the date of purchase. tvONE™ assumes, and shall have, no liability to distributors, resellers or end-users or any third parties for any loss of use, revenue, or profit.

tvONE™ makes no other representation of warranty as to fitness for the purpose or merchantability or otherwise in respect of any of the products sold.