

HD RETROVISION LIMITED HARDWARE WARRANTY

HD Retrovision LLC, an Illinois limited liability company with contact address at PO Box 54, Morton Grove, IL 60053, United States of America (that's us) warrants to you, the original purchaser, that your new HD Retrovision® product will be free from material defects in material and workmanship for a period of one year from the original date of purchase. The following is a serious legal document that explains our warranty policy.

1. **What Is Covered?** As we said above, the warranty applies to your new HD Retrovision® product. We warrant that the product will be free from material defects in material and workmanship. The warranty only applies to the HD Retrovision® product, and not to any device that you use with the product (e.g. a game console or television).
2. **What is NOT Covered?** This warranty is conditioned upon proper use of the product. To put it bluntly, the warranty does **not** apply to things that aren't our fault. That includes, among other things, damage resulting from:
 - 2.1. Accident; misuse; unreasonable or abnormal use; improper storage; exposure to the elements; neglect; or unusual physical, electrical, or electromechanical stress.
 - 2.2. Any unauthorized modifications or tampering.
 - 2.3. Service performed by anyone who is not an authorized representative of HD Retrovision LLC.
 - 2.4. Excessive force.
 - 2.5. Ordinary wear and tear.
 - 2.6. External causes such as fire, flooding, dirt, windstorm, lightning, earthquake, blizzard, hurricane, solar flare, EMP, theft, war, riot, or other "force majeure" conditions.
 - 2.7. Any other cause unrelated to defective materials or workmanship on our part.

For products with serial numbers, the warranty also does not apply to any product that has had its serial number damaged, defaced, removed, or otherwise altered.

3. **What Does the Warranty Do (a.k.a. "Remedies")?** If your product is malfunctioning due to defects in material or workmanship, then you are entitled to repair or replacement of the product, at our option. If the product cannot be repaired and a replacement is unavailable, only then will you be entitled to a monetary refund of the original purchase price. This warranty does not entitle you to trade-ins or upgrades. Any replacement will be the same model of product that you originally bought.
4. **How Do I Get Warranty Service?**
 - 4.1. Contact. You should contact the retailer from whom you bought the product and follow their directions. If the malfunctioning product needs to be shipped, then you may be responsible for the cost of shipping.
 - 4.2. Proof. Please keep your original sales receipt. Proof of purchase is required to obtain warranty service. If you cannot satisfactorily demonstrate that the product is still within the warranty period, then you will not be entitled to a remedy under this warranty.
 - 4.3. Analysis. After the malfunctioning product is shipped, it will be analyzed to make sure that it is, in fact, malfunctioning, and to determine whether any malfunction is the result of defective materials or workmanship. If so, then you will receive your repaired product, or a replacement, within a reasonable time after the analysis is finished. If you get a replacement, then your original product becomes our property once again. If we determine that your product is not covered by this warranty, then you must pay any and all costs of parts, labor, and shipping in the repair, replacement, or return of your product.

- 4.4. **No Modifications.** Retailers do not have the right to modify the terms and conditions of this warranty in any way. Any modifications are in our sole discretion; they must come directly from us and be in writing.
5. **How Long Does the Warranty Last?** This is a one-year warranty. It begins on the day that you buy the product from a retailer. However, if we have to send you a repaired or replacement product, then the warranty lasts either the original one-year period or thirty days from the date that the repaired or replacement product ships out to you, whichever is longer.
6. **Is the Warranty Transferrable?** Yes! Unlike a lot of product warranties, our warranty runs with the product, and is not limited to the original buyer. However, any second-hand products retain the same warranty as the original; i.e. the warranty period starts as soon as the *original* buyer purchases the product, NOT when the product is sold second-hand or otherwise changes hands. Second-hand owners should request the sales receipt from the original buyer.
7. **What to Do After the Warranty Expires?** Go to hdretrovision.com/troubleshooting for troubleshooting information. (You can even do that before the warranty expires, just to make sure.)
8. **Do You Have Any Legal Disclaimers?** Do we ever!
 - 8.1. **Third-Party Devices.** HD Retrovision LLC makes no warranties or representations – whether express or implied, statutory or otherwise – as to the capabilities, operations, performance, or suitability of any third-party software or equipment that you might use in conjunction with the product.
 - 8.2. **Limitations of Liability.** Your sole remedy for a violation of this warranty is the repair or replacement of the product (or, if unavailable, the refund of the original purchase price).
 - 8.3. **The One That's Always In Capital Letters.** IN NO EVENT SHALL HD RETROVISION LLC BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY IS PROVIDED TO YOU IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THIS PRODUCT, WHICH HD RETROVISION LLC HEREBY DISCLAIMS. However, some jurisdictions do not allow some or all of these disclaimers, so the above limitations may not apply to you.
 - 8.4. **Other Rights, Maybe.** This warranty gives you specific legal rights. You may also have other rights, depending on your jurisdiction.
9. **Any More Legal Boilerplate?** Definitely.
 - 9.1. **Choice of Law.** This warranty shall be governed by, and construed according to, the laws of the State of Illinois, USA, without regard to conflicts-of-laws principles. Any legal action shall be taken only in a state or federal court having jurisdiction in Cook County, Illinois, USA.
 - 9.2. **No Waiver.** Any failure by you or us to enforce any provision contained herein does not constitute a waiver of the right to enforce that provision, or any other provision, later on.
 - 9.3. **Headings.** The section headings are inserted for convenience only. They do not alter the meaning of any provision, and are not to be relied upon in any way in the interpretation of this warranty.