

BOLAND COMMUNICATIONS WARRANTY AGREEMENT

All products, including hardware, software, firmware, and documentation are subject to the terms below. Opening the monitor cabinet in any manner for any purpose voids the warranty.

1. **Boland Communications** (Boland) warrants the *VIEWPORT* LCD Monitors and their accessories are provided to be free from defects under normal use. Parts are covered for a period of **two (2) years** and Labor is covered for **one (1) year** from the date of delivery to you.

The Pro Series of monitors carries a separate term of **one (1) year** Parts and Labor warranty.

All monitors with a serial number less than 009001, manufactured before April 2005, carry their original **one year warranty**.

2. In the event of a repair under this warranty, Boland's sole obligation is to replace or repair, at Boland's option, any Product free of charge. Any replaced parts shall become Boland's property.
3. Warranty claims must be made during the warranty period and within seven (7) days of the observation of the defect, accompanied by any necessary evidence satisfactory to Boland. Prior to returning any Product to Boland, you **must** obtain a Return Authorization (RA) Tracking Number and receive shipping instructions from Boland. Shipments without an RA are subject to refusal at Boland dock. All Products returned to Boland contain glass and shall be adequately packed (200 lb. corrugated carton and 2" foam on all six sides of product, minimum) and shipped with freight and insurance sender-prepaid or the warranty coverage **will be void** and are subject to return unrepared. Boland will return all repaired units in double carton and cushion packaging via pre-paid UPS Ground, Insured. Customer may provide own shipping number or arrange upgrade for faster return.
4. Except as stated above, there is NO OTHER WARRANTY, REPRESENTATION, OR CONDITION REGARDING BOLAND'S PRODUCTS, SERVICES OR PERFORMANCE, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Boland is not responsible for any delays beyond its control, and where possible will advise of any such delays. Boland's entire liability for damages to you or any other party for any cause whatsoever, whether in contract or in tort, including negligence, shall not exceed the price you paid for the unit of Product that is the subject matter of the dispute. In no event will Boland be liable for any damages caused by your failure to perform your obligations, or for any loss of data, profits, savings, or any other consequential and incidental damages, even if Boland has been advised of the possibility of damages, or for any claims by you based on any third-party claim.