



Avid
75 Network Drive
Burlington, MA 01803

Hardware Limited Warranty

If you are a consumer, you may have additional or different rights. Please read this entire warranty statement, including Section H (Consumer Rights Not Affected), for more information.

A. LIMITED WARRANTY. Avid warrants that its hardware will be free from defects in materials and workmanship, when given normal, proper and intended usage.

B. TERM OF WARRANTY.

- (i) **Hardware.** The limited warranty covers the hardware for one (1) year after it has been acquired by the first user. The laws of your country or state may require a warranty term longer than one (1) year, in which case Avid will provide the minimum warranty term required by applicable law.
- (ii) **Accessories.** The limited warranty covers cables, terminators, batteries and all other accessories for ninety (90) days after acquired by the first user. The laws of your country or state may require a warranty term longer than ninety (90) days, in which case Avid will provide the minimum warranty term required by applicable law.
- (iii) **Replacements.** Avid warrants replacement parts will perform to the same material standards as the original parts for the longer of the remainder of the original warranty period or ninety (90) days from date of shipment from Avid. Avid hardware replacement parts are refurbished to meet all functional specifications as required by Avid manufacturing quality documentation (ISO 9001). This limited warranty does not cover cosmetic defects. Hardware replacement parts may have minor cosmetic defects such as scratches or dents, as long as the defects do not interfere with the functional performance of the part or assembly.

C. GEOGRAPHIC SCOPE. This limited warranty applies to products purchased anywhere in the world.

D. LENGTH OF ANY IMPLIED WARRANTIES. To the extent permitted by law, any implied warranties, guarantees, terms or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, term or condition lasts.

E. WARRANTY RECIPIENT. The limited warranty described in this document applies only to genuine Avid product ("Product") when sold by Avid or an Avid reseller, distributor, or dealer. If the first user of the Product transfers it, per Avid's applicable transfer procedures, the remainder of the warranty term will apply to the recipient.

F. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Avid's reasonable control.

Avid does not warrant that use of Avid Products will be uninterrupted or error-free. This limited warranty does not apply to expendable components and is void if the product serial numbers have been removed from the product. Avid has no obligation under this warranty to repair or replace Products damaged as a result of (i) normal wear and tear, (ii) improper or unauthorized use or repair, (iii) Customer fault or negligence, (iv) natural or manmade disaster, or (v) causes external to the Products including, but not limited to, exposure to moisture, extreme temperatures, power outages, or other Customer site conditions.

G. REMEDY FOR BREACH OF WARRANTY. Avid will repair or replace nonconforming Product (or a component thereof) that is returned to Avid within the warranty term at no charge. If Avid cannot repair or replace it, Avid will refund the amount shown on your receipt for the Product. You must uninstall the Product and return any

media and other associated materials to Avid with proof of purchase to obtain a refund. If you purchased the Product as part of a system bundled with software and other hardware Products, you must return the full system to obtain a full refund. These are your only remedies for breach of the limited warranty.

- H. **CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change. For example, consumers in the European Union may be entitled to a limited warranty term of two years. In Australia, (1) our goods come with guarantees that cannot be excluded under the Australian Consumer Law, (2) you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage, and (3) you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For more information about your rights, please contact your local authority, trading standards department, citizen's advice bureau or local equivalent.
- I. **NO OTHER WARRANTIES.** The limited warranty is your only hardware warranty from Avid. To the extent permitted by law, Avid and its suppliers give no other express warranties, guarantees, terms or conditions, including warranties that the hardware is fault-tolerant or intended for use in hazardous environments requiring fail-safe or uninterrupted performance. Where allowed by your local laws, Avid excludes implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in Section G (Remedy for Breach of Warranty) above, to the extent permitted by your local laws.
- J. **LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.**
Except for liability for death or personal injury caused by Avid's negligence or fraud, or other liability that cannot lawfully be excluded or restricted, you may recover from Avid and its suppliers only direct damages up to the amount you paid for the Product. You cannot recover for:
- (i) **lost profits, data loss, business damage, or damages that are not reasonably foreseeable, or**
 - (ii) **any other consequential, special, indirect or incidental damages.**

This limitation applies to:

- the Product and anything related to it;
- services provided in connection with the Product;
- software provided with or installed on the hardware;
- third party content, including programs and information; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement or a refund for the Product does not fully compensate you for any losses; or
- Avid knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. The limitation or exclusion also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

- K. **LEGAL EFFECT.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.
- L. **EXCLUDED PRODUCTS.** This limited warranty covers Avid Products, which are configured with Avid qualified and Avid certified third party components. Should Customer choose to use non-qualified or non-certified third

party components with the Avid Products, then this limited warranty shall not apply. Non-Avid products that ship with Avid Product, as part of a bundle or solution, are not covered by this limited warranty, except when explicitly stated in documentation that ships with the bundle or solution.

- M. **WARRANTY PROCEDURES.** For information regarding your warranty, please contact Avid or your local Avid Sales Representative or authorized reseller, distributor, or dealer.

To process a warranty claim please visit www.avid.com. You may be required to provide proof-of-purchase to validate your claim.

Hardware warranty is return-to-factory, and Customer is responsible for properly packing and labeling any warranty product returns for shipment to Avid. Customer is responsible for any damage or loss incurred due to improper packaging or labeling. In certain jurisdictions, such as the United States, Customer is required to pay shipping/handling one way for warranty product returns and applicable custom duties, V.A.T. and other associated taxes and charges for international service.

Product registration may be required in order to process a warranty claim or to activate the software or other complimentary support packages included with some products. Pre-registering your product will help expedite any warranty claims. Products can be registered at www.avid.com.

Avid offers many support options to increase the investment protection provided by this limited warranty. *Please visit us at www.avid.com.*

- N. **SEVERABILITY.** If any provision of this warranty is legally invalid, the warranty shall endure except for the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with a provision that is valid and that comes closest to expressing the intent of the invalid provision.