

ACTIVEON LIMITED WARRANTY

1. This limited warranty is provided by ACTIVEON to the original end-user purchaser ("Purchaser"), when delivered in new condition in its original container.
2. The Product is warranted to be free from manufacturing defects under normal use and service for a period of 12 months from the date of original purchase ("Warranty Period"). Where there is no evidence of the date of original purchase, ACTIVEON shall consider the date of manufacture as the date of original purchase.
3. If the Product is returned to an ACTIVEON and ACTIVEON concludes in its discretion that the product is defective in manufacture, ACTIVEON may, at its sole discretion and without charge (a) exchange the Product for a new Product, or (b) exchange the Product for a refurbished Product.
4. Exchange or replacement of the Product does not extend the original warranty period of the Product.
5. No warranty shall be provided if the Product is damaged through the negligence or fault of others, abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, failure to follow ACTIVEON's operating and maintenance instructions, or if services are performed to the Product by someone other than ACTIVEON or its authorized service provider. Water, environmental, sand, and corrosion damage; battery leakage, scratches, or damage to the Product will be presumed to have resulted from misuse, abuse or failure to operate the Product as set forth in the operating and maintenance instructions. No warranty shall be provided if the Product has had its serial number or dating altered or removed.
6. ACTIVEON SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DURING OR AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPERT WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, SHALL BE BINDING ON ACTIVEON. (SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU) ACTIVEON SHALL NOT BE LIABLE FOR AND SPECIFICALLY DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY ACCIDENT, INJURY, DEATH, LOSS OR OTHER CLAIM RELATED TO OR RESULTING FROM THE USE OF THIS PRODUCT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS, INCONVENIENCE, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE, THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED. ACTIVEON SHALL NOT BE LIABLE FOR WATER HOUSING LEAKAGE OR ANY RESULTING DAMAGES CAUSED BY USER'S RESEALING ERROR. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST ACTIVEON BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT. WITHOUT LIMITING THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE, THE PRODUCT NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF ACTIVEON. (SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU). THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE PRODUCT, AND IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

For assistance (USA) – If you purchased ACTIVEON product in USA and have questions regarding the product or this Limited Warranty, please call 1-858-798-3300. Or visit www.activeon.com.

It is the Purchaser's responsibility to properly package and send the Product, together with a copy of the original proof of purchase, an explanation of the problem, and a return address to ACTIVEON at the Purchaser's expense. If the Product covered by this limited warranty and proven to be defective upon inspection, it will be serviced and returned to the Purchaser at no charge. Any received Product that is not covered by this limited warranty or is beyond the Warranty Period will be returned as it is.