

Reveal warrants to the purchaser of this product ("You" or "Your") that for a period of one (1) year from the date of shipment of this product (the "Warranty Period") that this product will conform in all material respects to the applicable Reveal specification and will be free from material defects in design, material and workmanship. This warranty is subject to the following terms and conditions:

1. For these purposes, 'product' excludes:
  - Any software;
  - Consumable parts (being those designated as such by Reveal from time to time); and
  - Any accessories or 'add on' parts.
2. If during the Warranty Period this product proves to be defective under normal service and use then You should return this product to Reveal or the retailer or dealer from whom it was originally purchased. Reveal or its appointed maintenance company shall, at its sole discretion, either (i) repair or replace the product (or the defective part), or (ii) credit or refund the price of such product at the price originally paid provided that, if Reveal so requests, You shall return the product to Reveal.
3. This warranty is specifically limited to You. No guarantee or warranty of any kind is made to any other person, whether subsequent purchaser or user, or to any bailee, licensee, assignee, employee, agent or otherwise.
4. This warranty is given on a worldwide basis. To the extent that You purchased the product in the United States from a retailer or dealer incorporated or formed, and doing business in, the United States, You shall be referred to herein as a "US Customer". This warranty is given to US Customers by Reveal Media USA, Inc. alone, and only Reveal Media USA, Inc. shall have the obligations and liabilities outlined herein. "Reveal", as referred to herein, shall mean Reveal Media USA, Inc. for purposes of this warranty for US Customers. "Reveal" for all other customers shall mean Reveal Media Limited.
5. This warranty does not affect your statutory rights or your rights against Reveal or the retailer or dealer from whom the product was originally purchased. If any provision or part of this warranty shall be held to be void or invalid but would be valid if part of their wording were deleted or its extent or effect reduced in extent or modified in any way, then such provision or part shall be amended to apply with such deletion modification or reduction in extent or effect as may be necessary to make it valid or effective.
6. THIS REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AND SETS OUT REVEAL'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.
7. OTHER THAN AS STATED IN THIS WARRANTY, REVEAL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIS PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR ALL NON-US CUSTOMERS, THE TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 IN ENGLAND & WALES (OR ANY LEGISLATION OR RULE OF LAW IN OTHER JURISDICTIONS WHICH ARE ANALAGOUS OR SIMILAR TO THAT ACT) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM ANY AGREEMENT INCORPORATING THESE TERMS.
8. **Further Warranty Conditions**
  - 8.1 Repair or replacement under the terms of this warranty may be fulfilled by Reveal by providing functionally equivalent or superior replacement product.
  - 8.2 The warranty is not applicable in cases other than defects in design, material and workmanship.
  - 8.3 This warranty does not apply:
    - (a) to consumable parts, such as batteries or protective coatings that will by their nature degrade over time, unless failure has occurred due to a defect in materials or workmanship; and
    - (b) to cosmetic damage, including but not limited to scratches and dents, unless failure has occurred due to a defect in materials or workmanship
  - 8.4 The warranty does not cover:
    - (a) periodic checks, maintenance and repair/replacement of parts due to wear and tear resulting from normal use;
    - (b) any adaptations or modifications of a product necessary for country specific technical or safety standards or specifications, or any other costs to adjust the product as a result of any specifications which have changed since the delivery of the product; and
    - (c) any damage resulting from the fact that a product is not conforming to country specific standards or specifications in another country than the country of purchase.
  - 8.5 Warranty repairs must be carried out by Reveal or a Reveal-authorized maintenance company.
  - 8.6 Repair or replacement under the terms of this warranty does not give rise to an extension or a new starting of the warranty period. If Reveal repairs or replaces the product then the repaired or replaced product shall be warranted for the remaining length of the original Warranty Period.
  - 8.7 The above warranty is only valid if:
    - (a) The product is returned to Reveal or the retailer or dealer from whom it was originally purchased along with a written description of the fault within thirty (30) days of the time when You discover or ought to have discovered the defect and in any event prior to the end of the Warranty Period;
    - (b) Reveal is given a reasonable opportunity to examine the product and You (if requested to do so by Reveal) return the product to Reveal's

place of business at Reveal's cost for the examination to take place there;

- (c) You provide Reveal or the retailer or dealer from whom it was originally purchased with valid proof of purchase; and
  - (d) Reveal or its appointed maintenance company reasonably verifies Your claim that the product is defective.
- 8.8 The above warranty shall not be valid if:
    - (a) You failed to follow Reveal's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product;
    - (b) You alter or repair such product without the prior written consent of Reveal;
    - (c) Seals to the internal enclosures of the product are broken or show evidence of tampering;
    - (d) Model or serial number labels or marks have been altered, deleted, removed or made illegible;
    - (e) Repairs of the product are made or attempted by a non-authorized person;
    - (f) The product is returned to Reveal in inadequate packaging and damage results; or
    - (g) The product differs from the applicable Reveal specification as a result of changes made to ensure the product complies with applicable statutory or regulatory requirements.
  - 8.9 The above warranty shall not be valid if the defect arises as a result of:
    - (a) Any improper use of the product or use outside the normal application of the product;
    - (b) The use of the product in conjunction with accessories not provided by Reveal;
    - (c) The use of the product with or connection to third party media or device management systems not specifically approved in writing for this purpose by Reveal;
    - (d) Reveal following any drawing, design or specification supplied by You;
    - (e) Overcharging of batteries or charging of batteries by other than a Reveal-approved battery charger;
    - (f) Spillage of food or liquid, exposure to moisture, dampness, extreme thermal or environmental conditions or rapid changes in these conditions;
    - (g) Fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
    - (h) Accidents, Acts of God or any cause beyond the reasonable control of Reveal, including by not limited to lightning, water, fire, public disturbances and improper environmental conditions.
  - 8.10 During repair your Product will be subject to a factory reset. Reveal shall not be liable for any damage to or loss of data during repair of Your Product.
  - 8.11 Reveal is subject to the applicable data protection laws and regulations in each country in which Reveal operates (collectively the "Data Protection Laws"). For the purposes of this clause 'Personal Data' shall mean personal information which Reveal collects from or is transferred to Reveal by You in connection with providing the warranty set out herein. Personal Data will be processed by Reveal in a manner consistent with its Privacy Policy - available at [https://www.revealmedia.co.uk/legal/Privacy\\_Policy.pdf](https://www.revealmedia.co.uk/legal/Privacy_Policy.pdf) and/or in a manner consistent with the terms and conditions applicable to any support service provided in connection with this warranty. Reveal receives any Personal Data from You on the understanding that it has been collected, processed, transferred or disclosed to Reveal in compliance with the Data Protection Laws applicable to You
9. **Limitation of Liability**

NOTHING IN THIS WARRANTY SHALL HAVE THE EFFECT OF RESTRICTING OR EXCLUDING THE LIABILITY OF REVEAL IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF REVEAL, OR FOR FRAUD, OR FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR THE SELLER TO EXCLUDE OR RESTRICT LIABILITY.

IN NO EVENT SHALL REVEAL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE OR IN RELATION TO LOSS OF, DAMAGE TO OR CORRUPTION OF DATA OR BREACH OF DATA SECURITY ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS OR YOUR USE OF THE PRODUCT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY YOU OR COULD HAVE BEEN REASONABLY FORESEEN BY YOU, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. REVEAL DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

IN NO EVENT SHALL REVEAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE PRODUCT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE RETAIL PRICE OF THE PRODUCT APPLICABLE AT THE DATE IT WAS PURCHASED BY YOU. In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.