

MICROTEK LIMITED WARRANTY Professional Desktop Scanner

(1) Who is covered:

Original end user only.

(2) What is covered by this warranty:

Microtek warrants that the new hardware product will be free from defects in material and workmanship, under normal use.

Microtek warrants that any physical media and user manuals will be free from defects in material, under normal use.

This warranty applies only to products purchased and used in the United States or Canada. For products purchased in, but used outside, the United States or Canada, this warranty covers only warranty service within the United States or Canada (and does not include shipping outside the United States or Canada).

(3) What is the length of the warranty period:

12 months from the original purchase date.

(4) What is not covered:

(a) This warranty does not cover:

1. Physical damage.
2. Damage caused by improper installation, improper or abnormal use, misuse, neglect, or accident.
3. Damage caused by another device or software used with the product.
4. Warranty service or shipping outside the United States or Canada.

(b) This warranty is void if:

1. The product serial number has been altered, effaced, or removed;
2. The product is altered or modified in any way or if warranty repairs are attempted without authorization from Microtek.

(5) How to obtain warranty service:

(a) Authorization is required. Purchaser must notify Microtek of the claimed defect and obtain a Return Material Authorization ("RMA") number no later than 15 days after the end of the warranty period. Contact Microtek for an RMA number by:

1. Calling (310) 687-5999.
2. Mailing a request, including Purchaser's name, the name of a contact for Purchaser (if applicable), address, daytime telephone number, e-mail address, product name, model, and serial number, and a description of the problem to:

Microtek Lab, Inc.
ATTN: CUSTOMER SERVICE
16941 Keegan Avenue
Carson, California 90746

YOU MUST HAVE AN RMA NUMBER BEFORE RETURNING ANY PRODUCT TO MICROTEK. NO RETURNS WILL BE ACCEPTED WITHOUT A VALID RMA NUMBER.

(b) Returning the product for service. Purchaser must return the product, along with the RMA number and proof of purchase and purchase date, as directed, to Microtek. Purchaser is responsible for the cost of shipping to Microtek or Microtek Authorized Service Representative, packing the product in its original (or comparable) packaging, and insurance (if any) and is responsible for any loss or damage during shipping.

(6) What Microtek will do to correct problems:

- (a) Warranty service. If the product defect is covered by this warranty, Microtek will, at its option, repair or replace the defective product at no charge to Purchaser for parts or labor. The replacement product (or parts) may be new, reconditioned, or comparable to the defective one. Microtek warrants repaired or replacement products (and parts) for 30 days from shipment to Purchaser or through the end of original product warranty, whichever is longer.
This is Purchaser's sole and exclusive remedy under this warranty.
- (b) Non-Warranty service. If the product defect is not covered by this warranty, Microtek will notify Purchaser. Any service, repair, or replacement that Purchaser authorizes, will be performed at Microtek's then-current rates. Microtek's acceptance of returned product does not mean that the product will be repaired without cost to Purchaser.
- (c) Return of product to Purchaser. Microtek will be responsible for the cost of returning the product to you via ground shipping (within the United States or Canada) unless:
 - 1. It determines that the defect is not covered by this warranty. In that case, Purchaser will pay a reasonable fee for examination and testing and the actual cost of return transportation.
 - 2. Purchaser's packaging is inadequate. In that case, Purchaser will pay the actual cost of return transportation and, if applicable, packaging.

(7) No other warranties.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND DO NOT APPLY.

No Microtek employee, representative, or agent is authorized to make any warranties, representations, or obligations inconsistent with or in addition to those set forth in this limited warranty.

(8) Limitation of liability.

MICROTEK WILL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, even if advised of the possibility of such damages. Microtek is not liable for lost profits, downtime, damage or destruction of other programs, data, equipment, or property, costs of recovering, reprogramming, or reproducing any program, data, or equipment, personal injury or loss, third party claims, or any other damages. Microtek's entire liability will be limited to replacement or repair, at its option.

(9) Dispute resolution.

Any dispute that arises under this warranty shall be conclusively settled by one arbitrator under the rules of the International Chamber of Commerce on arbitration. The place of arbitration shall be Los Angeles, California, USA and the language of the arbitration shall be English.

(10) Governing law.

This warranty will be governed by the law of the State of California, U.S.A., excluding its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this warranty.

Serial Number: (please complete for your records) _____

Retain a copy of your dated invoice and attach it to this warranty for your future reference.

For additional information about Microtek products and software downloads, visit www.microtekusa.com.