

Entertainment Experience TruVue Warranty

Limited Warranty Policy

This limited warranty extends only to the original purchaser of the Entertainment Experience TruVue Products. Customer's sole and exclusive remedy and the entire liability of Entertainment Experience under this limited warranty will be repair or replacement within the warranty period. The terms and conditions governing this warranty on Entertainment Experience TruVue Products are itemized below. Such terms and conditions supersede all other terms, unless otherwise agreed to in writing by Entertainment Experience.

Warranty Start Date

"Start Date" as used in this policy means the date the warranted Product is shipped from Entertainment Experience or its supplier.

Warranty Service

Unless otherwise designated in writing by Entertainment Experience, only Entertainment Experience and its Authorized Service Provider, is authorized to perform warranty service on Entertainment Experience TruVue Products. Upon experiencing an issue, please contact the Entertainment Experience Support Services Center toll free at (585) 662-8956.

Products and Software

Entertainment Experience warrants that for a period of two (2) years from the Start Date, the Entertainment Experience TruVue Products purchased by customer shall be free of defects in material and workmanship under normal authorized use consistent with the Product instructions, and that the Software included in the Products will operate substantially as set forth in any accompanying documentation. This Product warranty extends only to the original purchaser. In the event that Entertainment Experience receives notice during the warranty period that any Product does not conform to its warranty, Entertainment Experience, at its sole option, or its Authorized Service Provider, will either repair or replace the nonconforming Product. Entertainment Experience reserves the right to determine whether such Product will need to be returned for repair or replacement. All Product returns must be assigned a Return to Manufacturer Authorization (RMA). The shipping cost for defective Products returned to Entertainment Experience with an RMA will be paid by the purchaser. The shipping cost for repaired Products returned to purchaser with three day delivery will be paid by Entertainment Experience. Products replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Entertainment Experience.

The Entertainment Experience TruVue eeColor Processor supports download and processing from the color software applications; TruVue eeColor Application, Light Illusion and Spectralcal. Entertainment Experience does not warrant the color table creation software from Light Illusion and Spectralcal.

Restrictions

No warranty will apply if the Products or included Software (i) has been altered, except by Entertainment Experience; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Entertainment Experience in any enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. Customer is solely responsible for backing up its programs and data to protect against loss or corruption.

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Limitation of Liability

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BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.