



## WARRANTY

239 W 29th St.  
Storefront  
New York, NY 10001

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STE 2A,  
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faytech North America warrants to the original purchaser that each faytech North America touch display delivered shall be free from defects in material or workmanship at time of shipment, and that each such module delivered will meet the published specifications for a period of 24 months as measured from the date of original shipment. faytech North America's obligation under the Warranty contained herein is limited to the repair or replacement of any faytech North America touch monitor that does not meet the specifications, provided that said product is returned to faytech North America, transportation charges pre-paid, and provided that upon faytech North America's examination, the product, when tested within the specified ratings and in accordance with good engineering practice, does not meet the specifications as defined. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

All claims under warranty must be made promptly after occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by faytech North America or its authorized representative. Such claims should include the Product type and serial numbers and a full description of the circumstances giving rise to the claim.

Before any Products are returned for repair and/or adjustment, written authorization from faytech North America or its authorized representative for the return and instructions as to how and where these Products should be shipped must be obtained. Any product returned to faytech North America for examination shall be sent prepaid via the means of transportation indicated as acceptable by faytech North America. faytech North America reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation.

When any Product is returned for examination and inspection, or for any other reason, Customer will be responsible for all damage resulting from improper packing or handling and for loss in transit, notwithstanding any defect or nonconformity in the Product. In all cases faytech North America has sole responsibility for determining the cause and nature of failure, and faytech North America's determination with regard thereto shall be final. If it is found that faytech North America's Product has been returned without cause and is still serviceable, Customer will be notified and the Product returned at Customer's expense. In addition, a charge for testing and examination may, in faytech North America's sole discretion, be made on Products so returned.

SELLER'S LIABILITY FOR DAMAGES SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED AS THE CASE MAY BE WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. LIABILITY TO THIRD PARTIES, FOR BODILY INJURY INCLUDING DEATH, RESULTING FROM SELLER'S PERFORMANCE SHALL BE DETERMINED IN ACCORDANCE WITH APPLICABLE LAW AND THE TOTAL LIABILITY LIMITATION STATED ABOVE SHALL NOT BE CONSTRUED AS A LIMITATION ON SELLER FOR DAMAGES FOR ANY SUCH BODILY INJURY, INCLUDING DEATH.



WARRANTY FOR ITEMS REPLACED UNDER WARRANTY Whenever a failed module is replaced under Warranty, the greater of the balance of the original Warranty Period or 90 days will constitute the remaining warranty period. The replaced unit does not carry a new Warranty.

LIFE SUPPORT POLICY "WARNING: DO NOT USE IN LIFE SUPPORT" SELLER'S PRODUCTS ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF THE PRESIDENT OF Faytech North America. As used herein, "Life Support Devices or Systems" are devices which support or sustain life and whose failure to perform when properly used in accordance with instructions for use provided in the labeling can be reasonably expected to result in a significant injury to the user. A "Critical Component" is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

If your device does have a defect within the warranty period, please contact faytech North America directly. The warranty period is 24 months from the date of purchase under the following conditions:

- A. All warranties are void if the unit has been opened or disassembled without faytech North America's prior approval.
- B. Damage caused by improper handling or operation, by incorrect installation or storage, through improper connections, as well as due to force majeure or other external influences are not covered by the warranty.
- C. For warranty claim, we reserve the right to replace the defective components or to exchange the device.
- D. Exchanged components or devices become the property of faytech North America.
- E. Claims for damages are excluded in so far as they are not based on intent or gross
- F. negligence of the manufacturer.
- G. After expiration of the warranty period, warranty claims can no longer be pursued.
- H. Any warranty claim must be accompanied by proof of purchase (receipt or invoice). Thank you for your business!