

# FACTOR VISTA WARRANTY



First of all, thank you for purchasing your *Factor Vista* product, and we hope you will be happy using it.

In the unlikely event that your product needs guarantee service, please contact us in this respect through our section of Customer Service.

To avoid any unnecessary inconvenience on your part, we recommend that you read the instruction manual carefully before seeking guarantee service.

This guarantee applies to your *Factor Vista* product if purchased within the European Union. .

By this warranty, we guarantee the product to be free from defects in materials and workmanship at the date of original purchase for a period of TWO YEARS from that date, according to the European law.

If within this two-year period the product is determined to be defective due to improper materials or workmanship, *Factor Vista* will replace it or its defective parts subject to the terms and limitations below.

*Factor Vista's* only obligation under this guarantee is to repair or replace products subject to these guarantee terms and conditions.

*Factor Vista* makes no warranties regarding product or accompanying or constituent software quality, performance, accuracy, reliability or fitness for a particular purpose.

If this exclusion is not permitted or fully permitted by applicable law, *Factor Vista* excludes or limits its warranties only to the maximum extent permitted by applicable law. Any warranty that cannot be fully excluded will be limited (as far as permitted by applicable law) to the duration of this guarantee.

This warranty is exclusive and in lieu of all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, correspondence with description, and non-infringement, all of which are expressly disclaimed by *Factor Vista* and its suppliers.

## EXCLUSIONS AND LIMITATIONS

Factor Vista does not warranty products which have been received in any of the following conditions:

- ◆ Damage caused by failure to install or use the product for its normal purpose or in accordance with our instructions on installation or use; or unauthorized attempts to open, repair or modify the product, or any other cause beyond the range of the intended use.
- ◆ Failure to maintain the product in accordance with *Factor Vista's* instructions in this sense.
- ◆ Physical damage to the surface of the product, including cracks or scratches on the screen or outside casing.
- ◆ Damage caused by impacts, accidents, fire, liquids, chemicals, flooding, vibrations, excessive heat, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges, and any other harmful effect caused by force majeure.
- ◆ Damages derived from the use of the product with any non- *Factor Vista* device or service, if such device or service causes the failure. Thus, third party products, including software, included with Factor Vista products are not covered by our guarantee. In this same sense, *Factor Vista* makes no representations or warranties on behalf of such third parties, and any warranty on such products will be from the supplier or licensor of the product.
- ◆ Periodic maintenance and repair of parts and consumable components that are expected to require periodic replacement during the lifetime of a product.
- ◆ Damage caused by virus infections or use of the product with software not provided with the product or incorrectly installed.

## WARRANTY CLAIM PROCEDURES AND REQUIREMENTS

Guarantee services will be provided only if the original invoice or sales receipt (indicating the date of purchase and model name), with a detailed description of the problem you are experiencing, is sent with the defective product within the guarantee period to the following address:

### **FACTOR VISTA**

C/. Elcano, 14, Entr., Dcha.  
48008 Bilbao (SPAIN)

*Factor Vista* must be sent postage-paid and packaged appropriately for safe shipment.

*Factor Vista* is not responsible for products received in any of the following cases:

- ◆ If the model name or serial number on the product has been altered, deleted, removed or made illegible. Labels exhibit tampering such as being lifted or reseated.
- ◆ Counterfeit labels.
- ◆ Labels that have been switched and do not match the product.
- ◆ There are nicks, dents, bends, or other damage to the cover or base of the package.

*Factor Vista* appreciates your cooperation with these guidelines and exclusions. Proper handling, packaging and shipping of products allows for quick processing of your request and helps ensure product quality.

Repaired or replacement products will be shipped to customer at *Factor Vista's* expense.

All products and parts replaced become the property of *Factor Vista*.

## LEGAL RIGHTS RESERVED

The purchaser agrees that our sole liability with respect to defective goods shall be limited as set forth in this warranty, and we shall not be liable under any theory of relief, including breach of contract, negligence, strict liability, tort or otherwise, for incidental, consequential or other damages including, but not limited to, loss of profits, injury to property or loss of use of the goods. In no event shall *Factor Vista's* liability hereunder exceed the purchase price actually paid by purchaser for the goods.

Our warranty provides specific legal rights; nevertheless, there are other rights that may vary depending on local law.

Some countries, states or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations and exclusions may be limited in their application to you.

When implied warranties may not be excluded in their entirety, they will be limited to the duration of the applicable written warranty.

Statutory rights are not affected.

## GOVERNING LAW

This warranty shall be governed by the laws of Spain and the European Union.