

# HITACHI INTERACTIVE FLAT PANEL DISPLAY LIMITED WARRANTY

Limited Warranty Effective Date: April 1, 2017

THIS LIMITED WARRANTY SETS FORTH CERTAIN RIGHTS, CONDITIONS, EXCEPTIONS, EXCLUSIONS AND DISCLAIMERS FOR SPECIFIED HITACHI INTERACTIVE FLAT PANEL DISPLAY PRODUCTS. PLEASE READ THIS DOCUMENT CAREFULLY.

1. **Limited Warranty.** Congratulations on your purchase of a Hitachi America, Ltd. ("Hitachi") interactive flat panel monitor product (the "Product"). Hitachi warrants only to the original end user purchaser of the Product (the "End User") who reside in the Territories (as defined below) that the Product, and the components and accessories incorporated into or accompanying such Product (each, a "Component"), will be free from defects in materials and workmanship for a period of **three (3) years**<sup>1</sup> from the original date of Product purchase by the End User from an authorized Hitachi reseller located within the Territories, as confirmed on the End User's original Product receipt, invoice or other valid proof of purchase (the "Limited Warranty Period"), subject to the terms, conditions, exceptions, exclusions and disclaimers set forth herein. This Limited Warranty extends to the End User only and cannot be transferred to another individual or organization. This Limited Warranty applies only to Products purchased on or after the Limited Warranty Effective Date set forth above. If the Product was purchased prior to such Limited Warranty Effective Date, please check the original Limited Warranty included in the Product's original packaging or visit Hitachi's Warranty Archive at [www.hitachiserviceusa.com](http://www.hitachiserviceusa.com) for the limited warranty applicable to such Product. For purposes of this Limited Warranty, the "Territories" means the United States (including the District of Columbia and Puerto Rico, but excluding all other U.S. territories, commonwealths, possessions and protectorates).

2. **Conditions and Exceptions to Limited Warranty.** The following are conditions and exceptions that apply to this Limited Warranty:

a. Batteries included or required in any Product or Component are specifically excluded from coverage under this Limited Warranty; and  
b. Any repaired and/or replaced Product and/or Component shall be warranted only for the remainder of the original Limited Warranty Period for such Product and/or Component.

3. **General Warranty Exclusions.** This Limited Warranty shall not apply, and Hitachi shall have no warranty obligations to the End User hereunder, if, in Hitachi's judgment or determination, any of the following has occurred:

a. The End User or any third party has modified, repaired or attempted to modify or repair the Product without obtaining Hitachi's prior written authorization;  
b. The Product's original identification markings (e.g., serial number) have been removed, defaced or altered;  
c. The Product has been damaged or malfunctions due to accident, disaster, abuse, improper use, mishandling, mispackaging, shipping, exposure to dust and/or smoke, proximity to sources of extreme heat or cold, or electrical shock and/or power surges;  
d. The Product has not been installed on a system configured as specified in the owner's manual or was otherwise improperly installed;  
e. The Product has been subjected to operating conditions outside of the range specified in the user's manual or this Limited Warranty;  
f. The Product has been subjected to "Excessive Use," which means that, on average, the Product was in use for more than 18 hours per day during the applicable Limited Warranty Period; or  
g. The End User or any user of the Product failed to follow the owner's manual, including, without limitation, the manual's instructions regarding the proper handling, operation, service and/or maintenance of the Product.

4. **Specific Warranty Exclusions.** In addition, this Limited Warranty does not cover normal wear and tear of the Product, including, without limitation, image burn-in or scratches or marks on the surface of the Product's LCD panel and/or cabinet. Please also note the following warranty disclaimers and exclusions:

a. Some USB-based source/storage devices may not be recognized by the Product for a variety of possible reasons, including, without limitation, data encryption, data compression, HUB interfaced memory, non-compatible versions of the USB standard, inappropriate class definition of memory, or otherwise.  
b. The wireless performance specifications of the Product are defined based on optimal operating conditions and configurations, and actual performance may vary depending on the characteristics of the applicable computer (both software and hardware), wireless/network performance and other such factors or variables.  
c. In certain Products, tiny dark pixels or bright pixels may continuously appear on the image. This pixel phenomenon is normal, does not indicate a malfunction, and is not a warranted defect.  
d. In certain Products, black or very dark signals may be reproduced with some non-black hues. This color reproduction phenomenon is normal, does not indicate a malfunction, and is not a warranted defect.  
e. In certain Products, the infrared remote may not work properly or may work only intermittently as a result of interference from fluorescent light ballasts or fixtures or usage in high brightness environments.

5. **Warranty Claims, Product Return Procedures and Remedies.** In the unlikely event that a Product or Component thereof is believed to be defective during the applicable Limited Warranty Period, the End User should call 1-800-HITACHI. THE END USER MUST PRESENT A VALID PROOF OF PURCHASE IN ORDER

TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY. To prevent damage during any return shipping, any Product or Component returned for service must be securely packaged in the original packaging or equivalently secure packaging. Damage resulting from the End User's failure to securely package and ship the Product or Component will void all applicable warranties. Hitachi will not be liable under any circumstances for any damage to, or loss of, any Product or Component during shipping or transit and recommends that the End User procure appropriate shipping insurance. The End User's failure or refusal to return to Hitachi a Product or Component that is the subject of a Limited Warranty claim, or a refusal, unwillingness or inability to make such Product or Component available or accessible for repair in the field, will void all applicable warranties. After receipt of the End User's dated proof of purchase, Hitachi will inspect the Product at the End User's location in the field (or, if Hitachi prefers, require that the Product be returned to Hitachi's designated inspection and repair facility). If Hitachi confirms the existence of a defect covered by this Limited Warranty, Hitachi will, at its sole option, repair the Product at the End User's location in the field, ship to the End User the repaired Product or Component, or replace the Product or Component with a new or reconditioned Product or Component with comparable or greater specifications. If Hitachi determines repair of the Product or Component is not economical or that no appropriate replacement Product or Component is available to facilitate a repair or replacement, Hitachi may, at its sole discretion and option, take title to the Product in consideration of a refund of the End User's original purchase price for the applicable Product. HITACHI'S ENTIRE LIABILITY AND THE END USER'S EXCLUSIVE REMEDY FOR VALID WARRANTY CLAIMS SHALL BE AS STATED HEREIN. If Hitachi repairs or replaces a Product or any Component under this Limited Warranty, any Product or Component removed or replaced will automatically become Hitachi's property. If Hitachi replaces a Product or Component under this Limited Warranty, or if Hitachi refunds the End User's original purchase price for the applicable Product, any Product or Component returned to Hitachi as part of such replacement or refund process will automatically become Hitachi's property.

6. **DISCLAIMERS OF ALL OTHER WARRANTIES.** HITACHI MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCT OR ANY COMPONENT THEREOF OTHER THAN AS EXPLICITLY SET FORTH IN THIS LIMITED WARRANTY. NO HITACHI RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY WITHOUT HITACHI'S EXPRESS WRITTEN PERMISSION. UNLESS UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, HITACHI DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO EVERY END USER. NOTWITHSTANDING THE FOREGOING, IN THE EVENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS DEEMED TO APPLY TO THE PRODUCT OR ANY COMPONENT THEREOF, IT SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY PERIOD THEREFOR.

7. **LIMITATIONS ON LIABILITY: GOVERNING LAW.** THE MAXIMUM LIABILITY OF HITACHI, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT OR COMPONENT UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT BY THE END USER AND SHALL IN NO EVENT INCLUDE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LOSS OF BUSINESS, EVEN IF HITACHI IS AWARE OR IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO EVERY END USER. THIS LIMITED WARRANTY CONFERS SPECIFIC LEGAL RIGHTS, INCLUDING CERTAIN OTHER RIGHTS THAT MAY VARY DEPENDING ON THE END USER'S JURISDICTION OF RESIDENCE. THIS LIMITED WARRANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE END USER'S JURISDICTION OF RESIDENCE.

<sup>1</sup> This Limited Warranty Period applies only to "A-Stock" Products purchased in new, factory-sealed condition. The Limited Warranty Period applicable to Products purchased in "B-Stock" conditions (i.e., previously-owned/sold Products that have been refurbished to original factory specifications by or on behalf of Hitachi) is ninety (90) days from the original date of purchase.

End User Support: 1-800-HITACHI  
Technical Support Website: [www.hitachiserviceusa.com](http://www.hitachiserviceusa.com)