



Influence Media Network

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THOMSON Inc. Hardware Warranty (2009)

THOMSON INC. dba Grass Valley warrants that the products purchased will be free from defects in materials and workmanship for the period ending at the earlier of one (1) year from the date of installation or fifteen (15) months from the date of shipment. If any such product proves defective during this warranty period, Grass Valley, at its option, either will repair the defective product without charge for parts and labor, or will provide a replacement in exchange for the defective product.

In order to obtain service under this warranty, Customer must notify Grass Valley of the defect before the expiration of the warranty period and make suitable arrangements for the performance of service. Customer shall be responsible for packaging and shipping the defective product to the service center designated by Grass Valley, with shipping charges prepaid. Grass Valley shall pay for the return of the product to Customer.

This warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Grass Valley shall not be obligated to reimburse Customer for service provided by personnel other than Grass Valley representatives or to furnish service under this warranty a) to repair damage resulting from attempts by personnel other than Grass Valley representatives to install, repair or service the product; b) to repair damage resulting from improper use or connection to incompatible equipment; or c) to service a product that has been modified or integrated with other products without Grass Valley's written approval.

THIS WARRANTY IS GIVEN BY GRASS VALLEY WITH RESPECT TO PRODUCTS PURCHASED UNDER THIS AGREEMENT IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. GRASS VALLEY AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GRASS VALLEY'S RESPONSIBILITY TO REPAIR OR REPLACE DEFECTIVE PRODUCTS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY. GRASS VALLEY AND ITS VENDORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER GRASS VALLEY OR THE VENDOR HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE. FURTHERMORE, IN NO EVENT SHALL GRASS VALLEY'S LIABILITY TO THE CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.