

JCWAVE Limited Warranty

JC WAVE Thirty Day Limited Warranty

FOR CONSUMERS, WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF NONCONFORMITY WITH A SALES CONTRACT. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED BELOW MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE. JC WAVE, THE WARRANTOR UNDER THIS LIMITED WARRANTY, IS IDENTIFIED AT THE END OF THIS DOCUMENT ACCORDING TO THE COUNTRY OR REGION IN WHICH THE PRODUCT PURCHASE TOOK PLACE.

JC WAVE's warranty obligations for this product are limited to the terms set forth below:

JC WAVE, as defined below, warrants this product against defects in materials and workmanship under normal use for a period of THIRTY (30) DAYS from the date of retail purchase by the original enduser purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received by JC WAVE within the Warranty Period, at its option and to the extent permitted by law, JC WAVE will either (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. JC WAVE may request that you replace defective parts with new or refurbished user installable parts that JC WAVE provides in fulfillment of its warranty obligation. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by JC WAVE, assumes the remaining warranty of the original product or thirty (30) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes JC WAVE's property. Parts provided by JC WAVE in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to JC WAVE and becomes JC WAVE's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the hardware product manufactured by or for JC WAVE that can be identified by the "JC WAVE" trademark, trade name, or logo affixed to it. The Limited Warranty does not apply to any non JC WAVE hardware product or any software, even if packaged or sold with the JC WAVE hardware. Manufacturers, suppliers, or publishers, other than JC WAVE, may provide their own warranties to the end user purchaser, but JC WAVE, in so far as permitted by law, provides their products "as is". JC WAVE is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non JC WAVE products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by JC WAVE; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of JC WAVE; or (e) to a product or part that has been modified to alter functionality or capability without the written permission of JC WAVE.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, JC WAVE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED

WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF JC WAVE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY JC WAVE IN ITS SOLE DISCRETION. No JC WAVE reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, JC WAVE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE JC WAVE PRODUCT, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. JC WAVE DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred before seeking warranty service. If the product is still not functioning properly after making use of these resources, contact support and support@jcwave.com for instructions on how to obtain warranty service. You must follow JC WAVE's warranty processes.

JC WAVE may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. If your product is capable of storing software programs, data and other information, you should make periodic backup copies of the information contained on the product's storage or other storage media to protect the contents and as a precaution against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents. IT IS POSSIBLE THAT THE CONTENTS OF YOUR JC WAVE PRODUCT WILL BE LOST OR REFORMATTED IN THE COURSE OF WARRANTY SERVICE, AND JC WAVE AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE MEDIA OR ANY PART OF THE PRODUCT SERVICED. Your product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs and data. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

How to Obtain Warranty Service

If you are not able to find an answer to your problem after first consulting the online help found at www.jcwave.com, please contact technical support at support@jcwave.com or call us at 310-720-5797.

You will receive instructions on how to ship the product, at your expense, to a JC WAVE. To obtain service, you must include; (a) a copy of your receipt, bill of sale or other comparable proof of purchase; (b) a written description of the problem; and most importantly (c) your address and telephone number.