

The Microtech Standard Media Guarantee - Terms and Conditions -

Microtech Standard Media Limited 1 Year warranty: Microtech Systems, Inc. ("Microtech") warrants, to the original end user only ("You"), that the Microtech Standard Media (Discs) that are processed on a Microtech publishing and duplication system that is covered by an active Microtech warranty will be free from defects in material and workmanship for a one (1) year period, according to the following terms:

Microtech will, at Microtech's discretion, (1) replace or (2) refund the cost of the Microtech Standard Media found defective within the warranty period. A "defect" will include any Microtech Standard Media that does not pick, print, or record satisfactorily. The 1-year period is valid from the date of receipt.

This warranty does not include the following:

This warranty does not apply to Microtech Value-Line Media. Your loss of data, loss of profit, or loss of other materials including but not limited to printer supplies. Items that were tampered with, intentionally or negligently damaged, or misused; that were modified in any respect; that have failed due to shipping or accidents, improper handling or environment, including site conditions; water, dirt, or improper storage; failure to maintain or clean the printer according to manufacturer's specifications; or similar reasons beyond Microtech's control. Microtech shall be the sole and final judge of whether the item has failed for a reason other than being defective, and is thus excluded from this warranty.

What You must do to obtain a replacement or refund:

Call Microtech Tech Support at 1-800-223-3693 to obtain an RMA (return materials authorization). Then, return the defective item to Microtech at 1164 Triton Dr, Foster City, CA 94404 with a copy of the invoice showing the part number and price paid in the box with the returned items. The minimum number of media that can be returned to Microtech for replacement or refund is twenty-five (25). The twenty-five (25) disc minimum may comprise of discs from multiple purchases. If proof of date

of receipt cannot be provided, then the 1-year period is valid from the date of the applicable invoice or sales payment receipt. You must pay shipment costs of items returned to the Microtech factory in Foster City, California. Microtech will pay ground service freight charges for items shipped to You.

You may not assign this warranty without Microtech's written consent. Microtech is the intended beneficiary of this warranty; if there is any inconsistency between this warranty and any other agreement included with or relating to Microtech products, this warranty shall govern. If any term of this warranty is illegal or unenforceable, the legality and enforceability of the remaining provisions are not affected or impaired. This warranty is to be interpreted under the laws of the State of California, U.S.A., without giving effect to conflict of law rules. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this warranty and its performance.

The limited warranty set forth above is Microtech's only warranty in connection with the Microtech Standard Media. All other warrants, whether written or oral, express or implied, contractual or statutory, including, but not limited to any warrants of merchantability or fitness for any particular purpose, are specifically excluded and disclaimed. In no event shall Microtech's liability under this warranty exceed the obligation to refund your cost of or replace, at Microtech's discretion, the media, and, without limiting the foregoing, Microtech's liability under this warranty shall not exceed your actual invoiced cost of the covered media.

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