

## AZURADISC WARRANTY STATEMENT

### Azuradisc Limited Warranty

#### WARRANTY COVERAGE

Azuradisc warranty obligations for its products are limited to the terms set forth below:

Azuradisc, Inc. (“Azuradisc”) warrants its standard products (the “Warranted Products”), against defects in materials and workmanship for a period (“Warranty Period”) defined as follows:

The Warranty Period for disc repair machines and disc testers is a period of one (1) year from the date of original purchase or until 100,000 repairs have been processed using that Warranted Product, whichever comes first. Unless otherwise specified, the Warranty Period applicable to machines and disc testers purchased from Azuradisc as “factory refurbished” products is 6 months or 50,000 repairs, whichever comes first.

The Warranty Period applicable to supplies, normal wear items and replacement machines, assemblies, and parts provided under this Limited Warranty against defects in materials and workmanship is ninety (90) days from their date of delivery by Azuradisc.

Replacement machines, assemblies, and parts, excluding supplies and normal wear items, are also covered for the remaining portion of the original machine’s warranty, if that provides longer coverage for you.

If a defect is discovered and a valid claim received by Azuradisc within the Warranty Period, at its option, Azuradisc will (1) repair the Warranted Product using new or refurbished replacement parts, (2) exchange the Warranted Product with one that is new or that has been manufactured from new or serviceable used parts and is at least functionally equivalent to the Warranted Product, or (3) refund the purchase price of the Warranted Product.

When a Warranted Product is exchanged or repaired, any replacement item becomes your property and the replaced item becomes Azuradisc’s property. When a refund is given, the Warranted Product becomes Azuradisc’s property.

#### EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the Warranted Products. This Limited Warranty does not apply to any other products, whether or not packaged or sold with the Warranted Products.

This Limited Warranty can be redeemed only by the original purchaser at the original location where Azuradisc shipped the Warranted Product. If you wish to transfer this Limited Warranty, please contact Azuradisc for more information.

Any Software distributed by Azuradisc, whether or not incorporated into the Warranted Products, is not covered under this Limited Warranty. Refer to Azuradisc’s Software License Agreement, reviewable at [www.azuradisc.com](http://www.azuradisc.com) or by calling +1.480.827.8786 for more information.

This Limited Warranty does not apply to the following:

- Normal wear or deterioration (follow preventative maintenance schedules to minimize wear and tear on your machine);
- Improper installation or maintenance including but not limited to failure to follow any preventative maintenance schedule;

- Damage caused by accident, abuse, misuse, misapplication, or failure to follow usage directions;
- Warranted Products that have been used with non-Azuradisc products;
- Damage caused by service performed by anyone other than Azuradisc or an Azuradisc-certified service technician;
- A Warranted Product that has been modified without the written permission of Azuradisc;
- If any Azuradisc serial number, date stamp or other marking has been removed or defaced;
- Any item concerning the Warranted Product's appearance that is not due to a defect in material or workmanship.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AZURADISC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF AZURADISC CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD. No Azuradisc reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

IN NO EVENT SHALL AZURADISC BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE WARRANTED PRODUCT WITH RESPECT TO WHICH SUCH DAMAGES ARE ASSERTED, PLUS ANY FREIGHT CHARGES ACTUALLY PAID ATTRIBUTABLE TO SUCH WARRANTED PRODUCT, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY COSTS OF RECOVERING OR REPRODUCING ANY PROGRAM OR DATA STORED IN AN OPTICAL DISC, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WARRANTED PRODUCT OR AZURADISC'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

This Limited Warranty gives you specific legal rights and you may also have other rights that vary from jurisdiction to jurisdiction.

#### **OBTAINING WARRANTY SERVICE**

If you have a problem with one of the Warranted Products, ***DO NOT SHIP THE PRODUCTS DIRECTLY TO AZURADISC.*** Instead, please contact our Technical Support personnel at +1 (480) 827-8786 for a Return Materials Authorization (RMA) number and instructions.

For all warranty service, the Warranted Product must be returned to Azuradisc or an Azuradisc-designated repair center with all transportation and insurance charges prepaid all the way to AZURADISC warehouse. RMA number, dated proof of purchase and whom it was purchased from, as well as an explanation of the problem, must accompany the Warranted Product. You are responsible for any shipping costs, import/export duties, taxes and other such fees.

If Azuradisc determines that some of the necessary repairs are not covered under this Limited Warranty, you may request an estimate and the opportunity to confirm whether you agree to pay for these repairs. If you decline, Azuradisc obligations for that machine or product under this Limited Warranty end.