

Product Warranty

Subject to the exceptions and to satisfaction of the conditions specified below, Seiko Instruments U.S.A., Inc. ("Seiko Instruments") hereby warrants that it will repair or replace, at its option, any part of the Seiko Instruments product with which this warranty is enclosed which proves defective by reason of improper workmanship and/or material, without charge for parts or labor, for a period of one (1) year. This warranty period commences on the date of original purchase by the buyer, and this warranty applies only if such original purchase by the buyer was made in the United States. This warranty applies only if (i) purchased from Seiko Instruments or Seiko Instruments franchised reseller (ii) investigation and factory inspection by Seiko Instruments discloses that the alleged defect in question developed under normal and proper use of the product, and (iii), if required by Seiko Instruments, the product is returned to Seiko Instruments, transportation charges prepaid. The product will be returned by Seiko Instruments, transportation charges collect, unless this warranty is found to apply, in which case Seiko Instruments will pay all transportation charges.

Seiko Instruments makes no warranty concerning products or accessories not manufactured by it. In the event of failure of any such product or accessory, Seiko Instruments may, in its sole and absolute discretion, give assistance to the buyer in obtaining from the manufacturer relief which may be available pursuant to such manufacturer's own warranty.

Seiko Instruments shall be released from all obligations under all warranties, either expressed or implied, if the product with which this warranty is enclosed is repaired or modified by any person other than its own authorized service personnel, unless such repair or modification is made with the written consent of Seiko Instruments, or in the sole opinion of Seiko Instruments is minor, or unless such modification consists solely of the installation of a new Seiko Instruments plug-in component for such product.

Seiko Instruments makes no warranties which extend beyond the term hereof with respect to the product covered hereby other than as expressly stated herein, and Seiko Instruments expressly and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

In no event shall Seiko Instruments or its affiliates be liable for any loss, inconvenience or damage, whether direct, incidental, consequential or otherwise, or whether caused by negligence or other fault, resulting from breach of this warranty. The buyer of the product with which this warranty is enclosed, and anyone claiming hereunder, agrees that if Seiko Instruments breaches this warranty, or any warranty implied either in fact or by operation of law, or if any product to which this warranty applies proves defective in any manner whatsoever, Seiko Instruments sole liability shall be limited to either repair or replacement, at Seiko Instruments option, of the part of such product which proves defective, as aforesaid.

Seiko Instruments thermal printer products contain thermal print heads which have a limited lifetime, as specified in the relevant Seiko Instruments sales literature and application notes. This warranty does not apply to such thermal print heads.

Representations and warranties made by any person, including dealers and representative of Seiko Instruments, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations on the liability of Seiko Instruments as set forth above), shall not be binding upon Seiko Instruments unless reduced in writing and approved by an expressly authorized representative of Seiko Instruments.