



### LIMITED WARRANTY

3D NOW LLC, 5607 Hiatus Road, Tamarac, FL 33321, USA, (954) 327-5770. ("3D NOW™") extends to You this Limited Warranty. Statutory or common law may provide You with additional rights or remedies, which shall not be affected by this Limited Warranty.

### SCOPE OF THIS LIMITED WARRANTY

This Limited Warranty is extended by 3D NOW LLC ("Warrantor"), to the original purchaser ("Purchases" or "You") for the Products manufactured by Warrantor ("Product(s)") and is non transferable. 3D NOW LLC warrants the Products against defects in materials and workmanship under normal use. This limited warranty is a defective exchange policy that provides for either repair or replacement (at our discretion) on Products that have been confirmed as defective by 3D NOW LLC. Warrantor does not warrant Products manufactured by other companies, regardless of whether those Products are purchased through Warrantor. Additional terms and conditions may apply.

### WHAT IS NOT COVERED

- I. Issues arising from normal wear and tear.
- II. Costs related to the installation, troubleshooting, or removal of the Purchaser's systems or of any subsequent users' systems.
- III. Eyewear lens breakage.

#### Warrantor will not be responsible for any defect in or damage to:

- I. The Products if they have been neglected, improperly installed, misused, physically damaged or altered, or damaged from improper use or from use in an unsuitable environment.
- II. The Products if they have been subject to modification or repair that is not authorized by 3D NOW LLC.
- III. The Products if the original identification markings have been defaced, altered, removed or has other cosmetic damage to the Product.
- IV. The Products if they have been subjected to fire, generalized corrosion, biological infestations, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the specific Product specifications including high input voltage from generators and lightning strikes.
- V. The Products if they have been used as a component part of a product expressly warranted by another manufacturer.

### WARRANTY PERFORMANCE

**The Purchaser will be responsible to inspect all the contents of an order within (7) days of receipt to be able to report any product as defective.** Damage to the shipping container will need to be immediately reported to the responsible carrier. To obtain service on a defective Product, under this warranty, Purchaser must notify 3D NOW LLC of the defect within (7) days after delivery of Product and make suitable arrangements for the service.

Warrantor will, at its discretion, repair or replace any defective Product. This service is free of charge, provided that Purchaser notifies Warrantor of the product defect within the Warranty Period, as defined further in this Warranty Agreement and provided that Warrantor, through inspection, establishes the existence of such a defect and that it is covered by this Limited Warranty.

The Purchaser shall bear the cost of shipping the Product to Warrantor. Warrantor shall bear the cost of both parts and labor necessary to repair the Product, and return shipment to the customer via a Warrantor-selected non-expedited freight.

Return products that are found to be in working condition will be subject to US \$25.00 handling fee per unit. Please verify that the products are not working and that the Product falls under Warranty Period as stated in this document prior to returning a product.

Warrantor will, at its option, use new and/or reconditioned parts in performing warranty repairs and building replacement products. Warrantor reserves the right to use parts or products of original or improved design in the repair or replacement.

If Warrantor repairs or replaces a Product, its Warranty continues for the remaining portion of the original Warranty Period. All replaced Products and all parts removed from repaired Products become the property of Warrantor. By exercising the Limited Warranty the Purchaser acknowledges that repaired/replacement Products may consist of refurbished equipment that contains used components, some of which have been reprocessed, that comply with Product's performance and reliability specifications. Warrantor's limit of liability under the limited warranty shall be the actual cash value of the Products at the time the Purchaser returns the products for repair, determined by the price paid by the Purchaser for the Products less a reasonable amount for usage. Warrantor shall not be liable for any other losses or damages. The Purchaser will be responsible for any expenses related to the removal and reinstallation of the Products.



**WARRANTY PERIODS**

“Warranty Period” means the time period during which 3D NOW LLC must have received Your Formal Warranty Claim. The different Warranty Periods related to Product Defects are defined in the Specifications Table below. The Warranty Period commences on the original date when the Product was shipped to the Purchaser.

PRODUCT DESCRIPTION	MODEL NUMBER	WARRANTY PERIOD FOR PRODUCT
3D NOW™ THEATER PROCESSOR	3DN-200	(2) YEARS FROM THE ORIGINAL DATE OF SHIPMENT TO THE PURCHASER
3D NOW™ EMITTER	3DN-100	(1) YEAR FROM THE ORIGINAL DATE OF SHIPMENT TO THE PURCHASER
3D NOW™ EYEWEAR	3DN-6000	(90) DAYS FROM THE ORIGINAL DATE OF SHIPMENT TO THE PURCHASER

Warrantor Products that are out of its warranty period will not be accepted for repair or replacement. Please contact the Warrantor sales department for purchasing replacement products.

**RETURNING MERCHANDISE**

**- Returns for Refund**

Only Products that are unused and unopened are eligible for a refund, by either the Warrantor Reseller or directly by Warrantor. Any products purchased through a Warrantor Reseller must be returned to that Reseller.

For products purchased directly from Warrantor, Warrantor will accept the return of unused and unopened products for 30 calendar days from the original date of shipment to the customer. For returns during the first 10 business days no restocking fee will be charged. If products are returned after the first 10 business days, Warrantor may charge a 20% restocking fee. Warrantor will inspect the returned product and reserves the right to refuse the return if the product is damaged or shows signs of use.

**- Returns for Repair**

If you purchased Your Products from a certified Warrantor Reseller, please contact that Reseller to coordinate the return. If you are unable to contact your Reseller, or the Reseller is unable to provide service, contact Warrantor directly by following the Return Material Authorization (RMA) Procedure listed below.

**Return Material Authorization (RMA) Procedure**

Please email Warrantor at [sales@3dnow.com](mailto:sales@3dnow.com) and provide the following data:

- I. Product model
- II. Description of the defect
- III. Proof of purchase
- IV. Date of original shipment to the Purchaser
- V. Address and contact details for return shipment

A **Return Material Authorization (RMA) number** will be emailed to you along with the necessary shipping instructions for return. You must deliver the Product(s), freight prepaid, to Warrantor's repair facility. Product(s) should be packed in its original packaging or equivalent to prevent damage. Warrantor is not responsible for any package returned without an RMA number clearly displayed on the outside of the package. In any warranty claim, dated proof of purchase and dated proof of shipment must accompany the product and the Product(s) must not have been disassembled or modified without prior written authorization by Warrantor.



**WARRANTY LIMITATIONS AND DISCLAIMER**

THIS WARRANTY STATEMENT FOR THE PRODUCT(S) IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF 3D NOW LLC, ITS AGENTS OR SERVICE PROVIDER. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE WARRANTY SET FORTH HEREIN. IF THE PRODUCTS ARE DEFECTIVE IN MATERIALS OR WORKMANSHIP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER, IF THAT REMEDY FAILS ITS ESSENTIAL PURPOSE, 3D NOW LLC RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT(S) TO THE PURCHASER IN EXCHANGE FOR THE RETURN OF THE ORIGINAL PRODUCT(S). 3D NOW LLC, ITS AGENTS AND SERVICE PROVIDES SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR INDEMNITY, EXCEPT TO THE EXTENT PROHIBITED BY LAW. THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY OF THE ORIGINAL PURCHASER.

**EXCLUSIONS OF THE POLICY/LEGAL REMEDIES**

Some locations do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so such limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which may vary from region to region. This warranty shall be interpreted and enforced in accordance with the laws of the state of Florida, USA.

**DOCUMENTATION**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNLESS SPECIFICALLY AGREED TO BY IT IN WRITING, WARRANTOR (a) MAKES NO WARRANTY AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION PROVIDED BY IT IN CONNECTION WITH THE PRODUCT(S); AND (b) ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSSES, DAMAGES, COSTS OR EXPENSES, WHETHER SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, WHICH MIGHT ARISE OUT OF THE USE OF SUCH INFORMATION. THE USE OF ANY SUCH INFORMATION WILL BE ENTIRELY AT THE USER'S RISK.

**WARNING: LIMITATIONS ON USE**

Please refer to your Product(s) user manual for limitations on uses of the Product(s). Specifically, please note that Warrantor products are not intended for use in connection with medical or life support systems and Warrantor makes no warranty or representation in connection with any use of the product for such purposes.

**CONTACT INFORMATION**

For information on 3D NOW™ Products, please call (954) 327-5770 or visit us at [www.3dnow.com](http://www.3dnow.com)

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