

ELEMENT LIMITED WARRANTY TO ORIGINAL CUSTOMER

LCD TV– 42 inches and above Screen Size Models (the “Product”)

This Product (including any accessories included in the original packaging) as supplied and distributed in new condition, is warranted by Element TV Company, LP ("Element") to the original purchaser of the Product (the “Original Customer” or “you”) against defects in material and workmanship (“Warranty”) as follows:

1. WARRANTY SERVICE (Parts, Labor and/or Replacement):

A. ONE-YEAR WARRANTY: Except as provided in subpart 1.B below, for a period of **one (1) year** from the date of the Original Customer purchase ("the Warranty Period"), if this Product or any of its parts are determined by Element or an Element authorized customer service provider to be defective in material or workmanship, Element will, at its sole discretion and option: (i) supply, at no charge to the Original Customer, new or rebuilt replacement parts in exchange for defective parts, (ii) repair the Product and pay the labor charges of such Element authorized service provider for same, at no charge to the Original Customer, (iii) replace the Product with a new or refurbished product of similar or better quality, at no charge to the Original Customer, or (iv) refund the original purchase price of the Product (excluding tax) to the Original Customer. After the Warranty Period, the Original Customer must pay for all parts, labor and replacement costs associated with the Product, regardless of any defects in the Product.

B. LIMITED EXTENDED WARRANTY THROUGH PRODUCT REGISTRATION: If and only if the Original Customer registers the Product at www.elementelectronics.com within **ninety (90)** days of the original purchase date of such Product, then the Warranty Period discussed in subpart 1.A. above shall be extended to a period of **two (2) years** from the date of original purchase by the Original Customer. If the Product is not registered as provided for in this paragraph, then the standard one-year Warranty Period shall apply.

C. IN-HOME SERVICE: During the applicable Warranty Period (as set forth in subparts 1.A. and 1.B. above), this Warranty includes “in-home” service (subject to availability), which includes an Element authorized service provider repairing the Product in the Original Customer’s home or taking the Product for repairs at an Element authorized service provider and returning the Product to the Original Customer’s home. “In-home” service is NOT available in all areas. In order for an Original Customer to receive “in-home” service, the Product must be accessible to the Element authorized service provider. If “in-home” service is unavailable, or the repair cannot be completed through "in-home" service, Element may require that the Original Customer transport the Product to an Element authorized service center, for which the Original Customer may be responsible for any transportation charges incurred to deliver the Product or part(s) to an Element authorized service provider for diagnosis, repair or replacement. The Original Customer shall not return the Product to Element without Element’s prior written consent. Element recommends that the Original Customer insure the Product for its full replacement cost when shipping.

D. TIMING AND PROCEDURE: Before Warranty service can commence, the Original Customer must contact Element for problem determination and service procedures. Proof of purchase in the form of a bill of sale or receipted invoice, evidencing that the Product is within the applicable Warranty Period set forth above, MUST be presented to an Element authorized customer service provider in order to obtain the requested service. Please call the Toll-Free Customer Service Line at (888) 842-3577 to obtain Warranty Service and Troubleshooting information. Please have your model and serial number available, along with your date of purchase of the Product. You can also visit us online at: www.elementelectronics.com.

2. EXCLUSIONS AND LIMITATIONS TO WARRANTY SERVICE

This Warranty covers manufacturing defects in materials and workmanship encountered in the normal, non-commercial use of the Product, and does not cover (a) damage or failure caused by or attributable to Product abuse or misuse, failure to follow instructions, safety information, and warnings accompanying the Product; (b) improper installation or maintenance, alteration, accident, or excess voltage or current; (c) any damage caused by using non-authorized parts or



service facilities for repair of Products (however, for avoidance of doubt, using non-authorized parts or service facilities will not, in and of itself, void the Warranty); (d) onsite customer instruction or adjustments; (e) transportation, shipping, delivery, insurance, installation or set-up costs; (f) costs of product removal, transportation or reinstallation costs; (g) ordinary wear and tear, cosmetic damage or damage due to acts of nature, including but not limited to water, floods, wind, tornado, earthquake or fire, or due to damage caused by automobile accidents or extraordinary impact events, such as dropping or crushing; (h) commercial use of the Product; or (i) modification of the Product or to any part of the Product. In addition, this Warranty does not cover images “burnt” into the screen.

This Warranty applies to the Original Customer only and does not cover Products sold AS IS or WITH ALL FAULTS, or consumables (e.g., fuses, batteries, bulbs etc.). The Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This Warranty is valid only in the United States and Canada, and only applies to products purchased and serviced in the United States and Canada. All replaced parts and Products, and Products on which a refund is made, become the property of Element. The addition of equipment or features to the Product that are not manufactured or recommended by Element could affect the intended function of the Product, and therefore may void the Warranty. The Warranty is contingent upon the proper use, maintenance and care of the Product. The Warranty may be void if the Product has been used in a manner contradictory to or in violation of the terms of the user's manual, warnings or instructions accompanying the Product.

This Warranty is made in lieu of and supersedes all other warranties or conditions of merchantability or fitness for a particular purpose or general use, whether express, implied, collateral, statutory, or provided by common law, the Uniform Commercial Code or otherwise. Element further disclaims all warranties after the end of the applicable Warranty Period set forth above. No other express warranty or guaranty given by any other person, firm or entity with respect to the Product shall be binding on Element. Repair, replacement, or refund of the original purchase price, at Element's sole discretion, are the exclusive remedies of the customer. Element shall not be liable for any incidental or consequential damages caused by the use, misuse or inability to use the Product. These include but are not limited to any damages in the form of lost profits, loss of use, legal fees, economic loss, personal injuries, or any other damages caused by circumstances beyond the control of Element. Notwithstanding the foregoing, the customer's recovery shall not exceed the purchase price of the Product. This Warranty shall not extend to anyone other than the original customer who purchased the Product, and is not transferrable. No person is authorized to alter, extend or waive the Warranty of Element.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on warranties, so the above limitations or exclusions may not apply to you. This Warranty gives you specific rights, and you may have other rights, which vary from state to state. The exclusions and limitations to the Warranty apply to the maximum extent permitted by law and unless restricted or prohibited by law. Where any term of this Warranty is prohibited by applicable law, it shall be null and void, but the remainder of this Warranty shall remain in effect.

PLEASE DIRECT ALL CORRESPONDENCE TO:

Element TV Company, LP Customer Service

customerservice@elementelectronics.com

(888) 842-3577

www.elementelectronics.com

PLEASE CONTACT CUSTOMER SERVICE TO CONFIRM ADDRESSES AND PROCEDURES FOR WARRANTY SERVICE.

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