

PIX-STAR TWO (2) YEARS LIMITED WARRANTY.

Effective: Jan 1, 2007 (updated October 28, 2013)

Pix-Star Digital Photo Frames are products designed and manufactured by Spheris Digital Ltd, here after designated by "The Company".

The Company warrants the product hardware components ('Product') against defects in material and workmanship when used in accordance with The Company's documentation ('Documentation') for a period of TWO (2) YEARS after the date of original retail purchase ('Warranty Period') from The Company or The Company's authorized reseller by the end-user purchaser ("Customer" or "you").

1. APPLICABLE PROVISIONS IN THE EVENT OF A BREACH OF LIMITED WARRANTY

If the Product fails to conform to the Limited Warranty, The Company will, at its sole discretion and upon your submission of a valid claim to The Company (i) use commercially reasonable efforts to repair the defective Product with new or refurbished hardware functionally equivalent to the Product being repaired; (ii) replace the defective Product with a Product equivalent to new in performance and reliability; or (iii) exchange the defective Product for a refund of the Product's purchase price. A returned or repaired Product will be replaced under the terms of the Limited Warranty for the remaining Warranty Period, or ninety (90) days, whichever period is longer. This Limited Warranty is not transferable from Customer to subsequent Product owners, and the Warranty Period will not be extended for any such transfer.

2. CONDITION OF APPLICATION

The Company's warranty obligations are conditioned on Customer (i) notifying The Company through the contact information available at <http://www.pix-star.com> during the Warranty Period of any failure of the Product to meet the Limited Warranty, including a detailed description of the alleged failure, (ii) shipping, at Customer's cost, the affected Product to The Company for repair or replacement, and (iii) providing The Company with valid proof of purchase.

If The Company determines, after analysis of a returned Product, that the Product is an Ineligible Product (see Document and Section of Included Documentation), The Company will no longer have warranty obligations. The Company will bear all costs of return shipping to Customer, except with respect to any Ineligible Product, for which Customer will bear all shipping costs.

3. EXCLUSIONS

The Company will have no warranty obligation with respect to the following circumstances ('Exclusions') ('Ineligible Products'): (i) a Product that has no defects in materials or workmanship, (ii) Products with defects that are not reproducible by The Company, (iii) Products marked as 'sample' or sold 'AS IS', (iv) Products whose serial number has been defaced or removed, or (v) Products that have been subject to: (a) any modifications, alterations, repair,

or servicing by any party other than The Company or The Company's authorized representatives; (b) handling, storage, installation, testing, or use not in accordance with the applicable Documentation; (c) abuse, negligence, neglect, accidents, abuse or misuse; (d) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) any Acts of God, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning, riot, insurrection, act of war or other disaster.

4. WARRANTY DISCLAIMER

EXCEPT TO THE EXTENT SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED ON AN 'AS IS' BASIS, AND THE COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. THE COMPANY DOES NOT WARRANT THAT OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE PRODUCTS WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY.

5. LIMITATION OF LIABILITY

5.1 IN NO EVENT WILL (a) THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCTS, EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) THE COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO THE COMPANY OR THE COMPANY'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE COMPANY DISCLAIMS ALL LIABILITY OF ANY KIND OF THE COMPANY'S SUPPLIERS.

5.2 THE COMPANY ONLINE SERVICES ('SERVICES') PROVIDE YOU INFORMATION ('PRODUCT INFORMATION'). WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, 'AS IS', AND 'AS AVAILABLE'. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND THE COMPANY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT.

6. CONSUMER PROTECTION

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS LIMITED WARRANTY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.