

OLYMPUS AMERICAS LIMITED WARRANTY – OLYMPUS AMERICA INC. PRODUCTS

Olympus warrants that the enclosed Olympus® imaging product(s) and related Olympus® accessories (individually a “Product” and collectively the “Products”) will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of purchase.

If any Product proves to be defective within the one-year warranty period, the customer must return the defective Product to the authorized Olympus Repair Service Center designated by Olympus, following the procedure set forth below (See “WHAT TO DO WHEN SERVICE IS NEEDED”).

Olympus, at its sole discretion, will repair, replace, or adjust the defective Product at Olympus’s cost, provided that an Olympus investigation and factory inspection disclose that (a) such defect developed under normal and proper use and (b) the Product is covered under this limited warranty.

Repair, replacement, or adjustment of defective Products shall be Olympus’s sole obligation and the customer’s sole remedy hereunder.

Repair or replacement of a Product shall not extend the warranty period provided herein, unless required by law. Except where prohibited by law, the customer is liable and shall pay for shipment of the Products to the

designated Olympus Repair Service Center.

Olympus shall not be obligated to perform preventive maintenance, installation, deinstallation, or maintenance.

Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus's quality assurance standards) for warranty or any other repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

Excluded from this limited warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

(a) products and accessories not manufactured by Olympus and/or not bearing the "OLYMPUS" brand label (the warranty coverage for products and accessories of other manufacturers, which may be distributed by Olympus, is the responsibility of the respective manufacturer of such products and accessories in accordance with the terms and duration of such manufacturers' warranties);

(b) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus's own authorized service personnel unless repair by others is made with the written consent of Olympus;

(c) defects or damage to the Products resulting from wear, tear, misuse, abuse, negligence, sand, liquids, impact, improper storage, nonperformance of scheduled operator and maintenance items, battery leakage, use of non-“OLYMPUS” brand accessories, consumables, or supplies, or use of the Products in combination with non-compatible devices;

(d) software programs;

(e) supplies and consumables (including but not limited to lamps, ink, paper, film, prints, negatives, cables and batteries); and/or

(f) Products which do not contain a validly placed and recorded Olympus serial number, unless they are a model on which Olympus does not place and record serial numbers.

(g) Products shipped, delivered, purchased, or sold from dealers located outside of North America, Central America, South America and the Caribbean; and/or

(h) Products that are not intended or authorized to be sold in North America, South America, Central America, or the Caribbean (ie. Gray Market Goods).

WARRANTY DISCLAIMER; LIMITATION OF DAMAGES; AFFIRMATION OF ENTIRE WARRANTY AGREEMENT; INTENDED BENEFICIALY EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITON OF THE PRODUCTS (OR ANY PART THEREOF) OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE,

PRODUCT DESIGN, SELECTION, OR PRODUCTION, IMAGE OR DATA LOSS OR IMPAIRMENT OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Representations and warranties made by any person, including but not limited to dealers, representatives, salespersons, or agents of Olympus, which are inconsistent or in conflict with or in addition to the terms of this limited warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

This limited warranty is the complete and exclusive statement of warranty which Olympus agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

WHAT TO DO WHEN SERVICE IS NEEDED

The customer must contact the designated Olympus Consumer Support Team for your region to coordinate the submission of your Product for repair service. To contact your Olympus Consumer Support Team in your region please visit or call the following:

Canada:

www.olympuscanada.com/repair / 1-800-622- 6372

United States:

www.olympusamerica.com/repair / 1-800-622- 6372

Latin America:

www.olympusamericalatina.com

The customer must copy or transfer any image or other data saved on a Product to another image or data storage medium prior to sending the Product to Olympus for repair service.

IN NO EVENT SHALL OLYMPUS BE RESPONSIBLE FOR SAVING, KEEPING OR MAINTAINING ANY IMAGE OR DATA SAVED ON A PRODUCT RECEIVED BY IT FOR SERVICE, OR ON ANY FILM CONTAINED WITHIN A PRODUCT RECEIVED BY IT FOR SERVICE, NOR SHALL OLYMPUS BE RESPONSIBLE FOR ANY DAMAGES

IN THE EVENT ANY IMAGE OR DATA IS LOST OR IMPAIRED WHILE SERVICE IS BEING PERFORMED (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR IMPAIRMENT.

The customer should package the Product carefully using ample padding material to prevent damage in transit. Once the Product is properly packaged, ship the package to Olympus or the Olympus Authorized Repair Service Center location as instructed by the respective Olympus Consumer Support Team.

When sending Products for repair service, your package should include the following:

- 1) Sales receipt showing date and place of purchase. Handwritten receipts will not be accepted;
- 2) Copy of this limited warranty bearing the Product serial number corresponding to the serial number on the Product (unless it is a model on which Olympus does not place and record serial numbers
- 3) A detailed description of the problem; and
- 4) Sample prints, negatives, digital prints (or files on disk) if available and related to the problem.

KEEP COPIES OF ALL DOCUMENTS. Neither Olympus nor an Olympus Authorized Repair Service Center will be responsible for documents that are lost or destroyed in transit.

When service is completed, the Product will be returned to you postage prepaid.

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.