



## Luxibel Warranty Terms & Conditions

- Products must be purchased from a Luxibel authorized dealer.
- By purchasing Luxibel products, the seller agrees with the Luxibel Warranty Terms & Conditions
- Warranty period begins from the invoice date of purchase. Proof of Purchase is required for warranty validation.
- Luxibel provides the above stated manufacturer's warranty unless local regulations prohibit.
- Registration with Luxibel is required in ALL countries and must be completed within 30 days of purchase.
- This does not affect your statutory rights.

The standard warranty period of 2 years begins on the date of purchase from a Luxibel-authorized dealer, as documented by invoice, receipt, or other acceptable means. The unexpired portion of the warranty may be transferred to a subsequent purchaser upon re-registration with Luxibel.

Luxibel warranty service is only available in the country or region of the products' original purchase. Luxibel, its distributors, dealers and authorized service centers are under no obligation to perform warranty service on products purchased in other regions. The Luxibel product may be returned to the country of purchase at your expense. To the extent that national, state, provincial or territorial law applicable to your purchase of the Luxibel product require a seller to provide additional warranty rights, Luxibel provides those warranties required under applicable law.

### What is not covered by this warranty?

This warranty does not apply to any non-Luxibel branded hardware products or any software, even if packaged or sold with Luxibel products(s). Manufacturers, suppliers, or publishers other than Luxibel, may provide their own warranties to you, but Luxibel, in so far as permitted by law, provides the associated software included with their Luxibel products on an "AS IS" basis. Software distributed by Luxibel, with or without the Luxibel trademark, is not covered by this limited warranty. The licensing agreement accompanying any included software contains the details of your rights with respect to its use.

This warranty also does not apply to the following:

1. Damage caused by improper use, care, or maintenance or failure to follow the instructions and/or maintenance and repair recommendations contained in the User Manual, or at [www.luxibel.com](http://www.luxibel.com),
2. Luxibel Product that has been modified to alter its functionality or capability without the written permission of Luxibel,
3. Consumable parts, such as batteries, unless failure has occurred due to a defect in materials or manufacture,
4. Damage caused by accident, abuse, misuse, exposure to liquids, fire, earthquake, acts of God, or other external causes,
5. Damage caused by operating the Luxibel product outside Luxibel's published guidelines,
6. Damage caused by service (including upgrades and expansions) performed by anyone who is not an authorized representative of Luxibel (including attempts to "hack" or modify firmware or software)
7. Cosmetic damage, including scratches, dents, and broken plastic,
8. Conditions caused by normal wear and tear or otherwise due to the normal aging of the Luxibel Product,
9. Damage caused by use with another product,
10. Product that was purchased from an unauthorized seller or online vendor, or
11. Product on which any serial number has been removed, altered or defaced.

**Other questions regarding this warranty can be answered by calling: +32 3 860 76 50**



## **Legal disclaimers, exclusion of other warranties and limitation of liability**

The preceding warranties are the exclusive warranties given by Luxibel for the Luxibel product and supersede any prior, contrary or additional representations, whether oral or written. Luxibel and its distributors, jobbers, and dealers **DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES—WHETHER EXPRESS, IMPLIED, OR STATUTORY— INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.**

If the Luxibel product fails to conform to the preceding warranties, you must notify Luxibel or its authorized dealer within a reasonable time and in no event more than fifteen (15) days after the discovery of the nonconformity and deliver the Luxibel product, together with proof of date of purchase, to the original point of purchase, a Luxibel factory, one of Luxibel's authorized service stations, or an authorized Luxibel International Distributor via pre-paid transportation. Luxibel will investigate and, in the event of a breach of warranty, will provide, at its sole option and within a reasonable period of time:

- repair of any nonconforming Luxibel product or components;
- replacement of any nonconforming Luxibel product or components with conforming product or components; or
- refund of the lesser of either the current value of the product at the time the warranty claim is made or the purchase price.

When providing repair or replacement service, Luxibel will use reasonable efforts to reinstall the product's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced Luxibel product unit not originally included in the Luxibel product. Repaired or replacement products will conform to the warranty for the unexpired duration of the warranty period for the original, nonconforming Luxibel product. Luxibel may use used or repaired material for all warranty claims. This remedy does not cover any labor charged or travel time incurred by you for diagnosis, removal, or reinstallation of the Luxibel product; the cost of transportation of the Luxibel product to or from purchaser; or any other contingent expenses.

**THE REMEDY SELECTED BY LUXIBEL IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

**LUXIBEL SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY—WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. THIS EXCLUSION COVERS, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, COST OF SUBSTITUTE EQUIPMENT, LOSS OF OR DAMAGE TO ANY DATA, AND CLAIMS BY PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES.**

If any part of this warranty is found to be void or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the warranty.

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