monduo

Warranty

This Limited Warranty gives You specific legal rights, and You may have other rights which vary from country to country or state to state.

We warrant that during the warranty period, the Product (as defined below) will be free from defects in manufacturing, materials and workmanship under normal use for the Warranty Period (as defined below), subject to conditions contained in this limited warranty. We do not warrant, and are not responsible for, any laptop or other device made by anyone other than Monduo, ltd. We limit the duration and remedies of allimplied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose to the duration of this express limited warranty.

Who May Use This Warranty?

Monduo, ltd. ("We", "Monduo" or "Us") extend this limited warranty only to the consumer who originally purchased the Product ("You") from us or a Monduo-authorized dealer, unless otherwise prohibited by law. This Limited Warranty is extended only to the original end-use customer, and will not be extended to any other person or transferee.

What Does This Warranty Cover?

This Limited Warranty covers any defects in manufacturing, material or workmanship in the Product under normal use for the Warranty Period, subject to conditions contained in this limited warranty. During the Warranty Period, We will repair or replace, at no charge, Products or parts of a Product that prove defective because of improper manufacturing, material or workmanship.

How Long Does The Coverage Last?

The Warranty Period is 1 year from the original date of purchase of the Product.

Sole and Exclusive Remedy; What Will We Do to Correct the Problem?

If a manufacturing, material or workmanship defect arises regarding any Product, and We receive a valid claim no later than fifteen (15) calendar days after the expiration of the Warranty Period, We will, at our sole option, provide one of the following remedies to satisfy a proper claim under this limited warranty: Repair or replace any defective or malfunctioning part at no charge, using new or refurbished replacement parts. Replace this product with a new Monduo 16 Inch Pro Duo Display (the "Product") at no charge. For purposes of this Limited Warranty, "refurbished" means a product or part that has been substantially returned to its original specifications. In the event of a defect, these are customer's sole and exclusive remedies.

Exclusions and Limitations; What Does the Warranty Not Cover?

Except for the remedies expressly set forth above or to the extent restricted orprohibited by applicable law, the entire risk as to the quality and performance of the Products is with the customer, and the customer assumes the entire cost of repair should the Products prove defective following their purchase. In addition to and without limiting the generality of the foregoing disclaimers, this Limited Warranty does not, under any circumstances, cover any defects or damage due to: (a) transportation; (b) storage; (c) improper or unreasonable use or maintenance; (d) failure to follow the product instructions; (e) modifications; (f) unauthorized repair; (g) normal wear and tear or otherwise due to the normal aging of the Product; (h) cosmetic damage, including but not limited to scratches, dents and broken plastic or screen unless failure has occurred due to a defect in manufacturing, materials or workmanship; (i) damages caused by use with non-Monduo products; or (i) external causes such as accidents, abuse, or other actions or events beyond our reasonable control. If this product is returned to Monduo, Ltd., this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment.

FOR CUSTOMERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR STATE, PROVINCE, OR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO CUSTOMER UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF CUSTOMER UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THE PRODUCT AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS LIMITED WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO CUSTOMER IN ANY STATE, PROVINCE, OR COUNTRY, AND ANY PROVISION OF THIS LIMITED WARRANTY THAT CONFLICTS WITH ANY SUCH CUSTOMER RIGHTS OR BENEFITS IS NOT APPLICABLE TO CUSTOMERS COVERED BY SUCH LAW OR REGULATION, SO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS LIMITED WARRANTY MAY NOT APPLY, OR MAY NOT FULLY APPLY, TO CUSTOMER.

Warranty Disclaimers

EXCEPT AS EXPRESSLY SET FORTH ABOVE, EACH PRODUCT IS PROVIDED SOLELY ON AN "AS IS" BASIS AND WE MAKE NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE SPECIFICALLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD APPLICABLE TO THE PRODUCT AS SET FORTH ABOVE. SOME STATES, PROVINCES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE APPLICABLE WARRANTY PERIOD SET FORTH IN THIS LIMITED WARRANTY. THEN THE APPLICABLE WARRANTY PERIOD FOR PRODUCTS SUBJECT TO SUCH APPLICABLE LAW WILL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE AND FROM COUNTRY TO COUNTRY.

Limitation of Liability

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY. WILL WE, OUR DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT WE HAVE NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CUSTOMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE USED WITH THE PRODUCT, INCLUDING, WITHOUT LIMITATION, LAPTOPS, OR OTHER HANDHELD DEVICES, OR ANY LOSS OF DATA CONTAINED IN THE FOREGOING DEVICES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF MONDUO AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR ANY PRODUCT GIVING RISE TO LIABILITY. SOME STATES, PROVINCES, COUNTRIES DO NOT ALLOW THE **EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL** DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

How Do You Obtain Service?

You must email our Customer Service Department at cs@monduo.co during the Warranty Period and provide:

- Your name
- Order number
- Brief written description of the problem

In order to pursue any remedy under this Limited Warranty, you must possess an original, dated receipt as proof of purchase. This product should be properly packed, preferably in the original package, for shipping.