



Limited Warranty for FIA On3 Products

Effective March 1, 2004

This warranty will be governed in accordance with the laws of the State of California and the United States of America.

FIA offers a limited warranty on FIA On3 products (excluding spare parts) for one year from the date of original purchase as long as the products remain in production and remain in possession of the original purchaser, as evidence by a copy of the receipt. FIA represents and warrants to the purchaser that FIA On3 products, at the time of sale and continuing for the applicable limited warranty period, will conform to the FIA On3 product specifications. FIA On3 products found to be nonconforming will be repaired or replaced with new or refurbished product. The foregoing repair or replacement sets forth FIA's sole liability and obligation with respect to this limited warranty and is not assignable or transferable. In the event that FIA On3 is not able to repair, exchange or replace the warranty product, the parties agree that purchaser's exclusive remedy and FIA On3's sole liability in contract, tort or otherwise is the payment by FIA On3's actual damages in an amount not to exceed the amount paid for the warranty product. Purchasers are required to provide proof of purchase to demonstrate eligibility.

Warranty Exclusions

FIA provides no limited warranty for FIA On3 products that exhibits physical damage or that fall under any one of the following exclusions: accident, product that has been subject to abuse, unauthorized repair, unreasonable use, misapplication or mistreatment, software malfunction, electrical power loss, lost passwords, product damaged during shipment (that are not packaged to FIA Packaging and Shipping Guidelines), product damaged during installation or removal (such as broken connectors, broken covers), product damaged by environmental conditions, product that has been defaced (such as label alterations, missing serial number, serial number no longer discernible, serial number invalid), and product with warranty labels removed or destroyed. FIA may revise these exclusions from time to time at its sole and absolute discretion. Purchaser may obtain current warranty exclusions by calling FIA, or visiting the Customer Service website at: <http://www.fiaon3.com>.

Disclaimer and Limitation of Liability

There are also some legal limitations to the Warranty: the above warranty and the remedies set forth above are exclusive and in lieu of all others, whether oral or written, expressed or implied. FIA SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND AGAINST INFRINGEMENT. THE PROVISIONS OF THE FOREGOING LIMITED WARRANTY AND WARRANTY DISCLAIMER ARE REFLECTED IN THE FIA ON3 PRODUCT PRICES. No FIA reseller, agent or employee is authorized to make modifications, extensions or additions to this warranty.

In no event shall FIA be liable for cost of procurement of substitute non-FIA hardware, software, or services, lost profits, or any special, indirect, consequential or incidental damages, however caused, including without limitation, lost data, and on any theory of liability arising in any way out of this agreement for the FIA On3 product. This limitation shall apply even if FIA has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy provided herein.

Product Return Procedure

Eligible purchasers seeking services for the FIA On3 products covered under this limited warranty must obtain a Return Materials Authorization number ("RMA") by calling 1-877-767-4333. Within (10) calendar days from the date of issuance of the RMA, the product must be received at the address designated by the RMA at their own expense including, without limitation, shipping and insurance, and risk in compliance with FIA's Packaging and Shipping Guidelines.

FIA is not responsible for product lost or damaged during shipment. All products being returned for limited warranty repair or replacement must be sent freight prepaid. Each box must reference the following information: Customer/Contact Name, Return Address, Phone Number, RMA Number (issued by FIA). The RMA number must be clearly visible on the outside of the shipping container for identification purposes.

To obtain Warranty service for your FIA On3 products, contact FIA Customer Service at:

FIA, Inc.
Customer Service
2210 O'Toole Ave.
San Jose, CA 95131
Email: support@fiaon3.com
1-877-767-4333

Packaging and Shipping Guidelines

Purchaser must ship all warranty returns in careful compliance with these guidelines. FIA advises the purchaser to keep the original box and packing materials for storing or shipping. All products should be returned to FIA in the original shipping container. FIA On3 products must have a shipping restraint installed before it is shipped. If the original package is not available, contact FIA Customer Service and order replacement packaging. The FIA On3 products cannot be stabilized in transit without proper restraint. Should they arrive unrestrained, this will void the warranty.