

LANDMARK TECHNOLOGY LIMITED WARRANTY FOR BACKLIGHT PRODUCTS

A. Limited Warranty

1. Landmark Technology warrants to the Buyer that the Landmark Technology products will be free from defects in materials and workmanship for one (1) year after the date of purchase by the customer. Certain additional conditions and limitations are stated below:
 - a. This limited warranty covers only those defects which arise as a result of normal use of the product and does not apply to any defects resulting from improper use including, but not limited to, improper handling, inadequate maintenance, unauthorized modification, misuse or operation outside of the product's stated environmental or technical specifications.
2. If Landmark Technology receives notice of a defect in its product, which is covered by this warranty during the applicable warranty period, Landmark Technology shall either repair or replace the product at its option. Any replacement product may be either new or like-new and will have the functionality at least equal to that of the product being replaced. This will be Buyer's exclusive remedy for breach of warranty.
3. If Landmark Technology is unable to repair or replace a defective product, which is covered by this warranty, Landmark Technology shall refund the purchase price for the product within a reasonable time after being notified of the defect, provided the customer returns the product. Landmark Technology will not be liable for incidental or consequential damages for failure to repair or replace the product.
4. Defective products to be returned for repair or replacement must have a Return Material Authorization (RMA) number issued by Landmark Technology. Landmark Technology will not be responsible for products returned which do not have RMA numbers.

B. Warranty Exclusions

1. NEITHER LANDMARK TECHNOLOGY NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO LANDMARK TECHNOLOGY'S PRODUCTS. LANDMARK TECHNOLOGY AND ITS THIRD PARTY SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Limitations of Liability

1. EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL LANDMARK TECHNOLOGY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM THE FURNISHING, PERFORMANCE AND USE OF THIS PRODUCT.