Laia professional standard product warranty

This document sets out the standard Laia Warranty policy for professional products (as defined by Laia from time to time) (the "Equipment") sold to customers in all countries.

Standard limited warranty

Laia warrants that the Equipment shall be free from defects in materials or workmanship during the Warranty Period (defined below).

Subject to the exclusions detailed below, if the Equipment fails to conform to this Warranty and the purchaser notifies Laia in writing within the Warranty Period, Laia shall, without charge for labour or parts, (in its sole discretion), repair or replace the Equipment on the terms and conditions set out below. Where Laia chooses to replace the Equipment, and new Equipment of the relevant model is not available Laia may replace the Equipment with a refurbished version of that model. In the event that neither new nor a refurbished model is available, Laia will use its reasonable endeavours to supply a like-for-like replacement, at Laia's discretion, and where such like-for-like replacement is not available Laia shall supply a suitable alternative replacement. Where Laia chooses to repair the Equipment Laia requires the purchaser to return the same to Laia at the purchaser's expense.

Warranty period

The warranty period is one (1) year from the date of purchase by the original end-user customer, unless:

- 1.- An exceptional warranty period applying to the Equipment or a component part thereof is published on the Laia website;
- 2.- The Equipment has been repaired or replaced under warranty, in which case the warranty applies until the end of the original warranty period, or six (6) months from the date of such repair or replacement, whichever is longer;
- 3.- The equipment is software, in which case Laia will warrant the media on which any software is delivered for ninety (90) days from the date of original purchase by an end-user customer*; or
- 4.- The Equipment is B-Graded product in which case the warranty period is ninety (90) days from the date of original purchase by an end-user customer.

'All software is provided 'as is' unless expressly stated in the accompanying documentation. Customers are advised to make backup copies of all software and/or data sent to or accompanying products sent to Laia. Laia is not responsible for any damage to or loss of any programs, data or other information stored on any media or any part of the Equipment which may be returned for service under this warranty.

Warranty claims and validation

- The purchaser presenting to Laia (either via the properly authorised Laia dealer from whom the
 product was purchased or by contacting Laia directly at the address stated below) the original
 sales invoice (indicating the date of purchase by the original end-user customer, serial number
 and the original dealer's name) together with the defective Equipment within the Warranty Period;
- Inspection by Laia (or its authorised service agent) disclosing to the satisfaction of Laia that:
 - 1. The defect in the Equipment has arisen from defects in workmanship or materials during the Warranty Period
 - 2. None of the exclusions apply

Exclusions

The following are excluded from warranty:

- Damage caused by:
 - 1. Acts of God or any reason beyond Laia's reasonable control
 - 2. Misuse, including (but not limited to) failure to use the equipment for its normal purpose in accordance with Laia's instructions on its proper use and maintenance
 - 3. Improper operation or maintenance of the equipment
 - 4. Connection to improper power supply
 - 5. Attempted repair by anyone other than a properly Laia authorised service agent
 - 6. Use of the equipment in conjunction with third party accessories, products or ancillary peripheral equipment
- Equipment where the manufacturer's serial number has been altered, deleted, removed, or made illegible
- Equipment which has been adjusted or adapted without Laia's prior written consent, including (but not limited to): upgrading the equipment beyond specifications or features described in the instruction manual, or modifications to the equipment to conform it to national or local technical or safety standards in countries other than those for which the equipment was specifically designed and manufactured
- Consumable parts
- Normal wear and tear of parts, as defined by Laia for example in service manuals, unless there is evidence of a manufacturing defect
- Damage or loss to any software programs, data, or removable storage media Costs associated with de-installation, re-installation or integration into a system
- Any additional exclusions which may apply to specific products or product types the details of which is published on the Laia website

Additional Exclusions: Battery and supplied accessories warranty terms & conditions

Limitation of liability

The express warranty above shall be the full extent of Laia's liability. Accordingly, Laia disclaims all other liability for loss or damage howsoever caused (except for death or personal injury resulting from proved negligence) arising out of the purchase, possession, sale or use of the equipment and all other terms, conditions, and warranties express or implied, arising out of trade usage or otherwise hereby excluded. In no event shall Laia be liable for any special, incidental or consequential damage including, but not limited to the infringement of any intellectual property rights, delays, or inaccurate information or advice. Notwithstanding the foregoing the customer's statutory rights (if any) are not affected.

Miscellaneous provisions

No person, including any distributor, dealer, agent or representative of Laia is authorised to assume for Laia any liability on its behalf or in its name.

The purchaser is not entitled to rely on any representations made either orally or in writing by or on behalf of Laia save for those made fraudulently.

The purchaser relies entirely on its own skill and judgement in determining the fitness of any item of Equipment for any particular purpose.