

What does this warranty cover?

White Matter LLC® (hereafter, "White Matter") warrants to the Purchaser that their products, including the eCube® server, eCube® stimulator, e³vision™ system, nanoZ® and any other accessories shipped with the product (hereafter the "hardware") is free from defects in workmanship or materials under normal use and service for the period of five (5) years. eCube® headstages (wired and wireless), adaptors, tether cables and rechargeable battery warranty coverage is limited to one (1) year. This warranty commences on the date of delivery of the hardware to the Purchaser. 3rd party products shipped with the Instrument, such as computers, carry the manufacturer's warranty.

What are the obligations of White Matter under this warranty?

During the warranty period, White Matter agrees to repair or replace, at its sole discretion, without charge to the Purchaser, any defective component part of the hardware. To obtain warranty service, the Purchaser must return the hardware to White Matter or an authorized White Matter distributor in an adequate shipping container. Any postage, shipping and insurance charges incurred in shipping the hardware to White Matter must be prepaid by the Purchaser and all risk for the hardware shall remain with purchaser until such time as White Matter takes receipt of the hardware. Upon receipt, White Matter will promptly repair or replace the defective unit, and then return the hardware (or its replacement) to the Purchaser, postage, shipping, and insurance prepaid by the Purchaser. White Matter may use reconditioned or like new parts or units at its sole option, when repairing any hardware. Repaired products shall carry the same amount of outstanding warranty as from original purchase, or ninety (90) days, whichever is greater. Any claim under the warranty must include a dated proof of purchase of the hardware covered by this warranty. In any event, White Matter liability for defective hardware is limited to repairing or replacing the hardware.

What is not covered by this warranty?

Rechargeable batteries that are within the warranty period and maintain at least 85% of their original capacity and not covered by this warranty. This warranty is contingent upon proper use and maintenance of the hardware by the Purchaser. Neglect, misuse whether intentional or otherwise, tampering with or altering the hardware, damage caused by accident, damage caused by unusual physical, electrical, chemical, or electromechanical stress, damage caused by failure of electrical power, or damage caused during transportation are not covered by this warranty. Products may not be returned to White Matter for service, whether under warranty or otherwise, which are contaminated by infectious agents, radioactive compounds or other materials constituting a health hazard to employees of White Matter.

What are the limits of liability for White Matter under this warranty?

White Matter shall not be liable for loss of data, lost profits or savings, or any special, incidental, consequential, indirect or other similar damages, whether arising from breach of contract, negligence, or other legal action, even if the company or its agent has been advised of the possibility of such damages, or for any claim brought against you by another party. THIS EQUIPMENT IS NOT INTENDED FOR CLINICAL MEASUREMENTS USING HUMAN SUBJECTS. WHITE MATTER DOES NOT ASSUME RESPONSIBILITY FOR INJURY OR DAMAGE DUE TO MISUSE OF THIS EQUIPMENT. Jurisdictions vary with regard to the enforceability of provisions excluding or limiting liability for incidental or consequential damages. Check the provision of your local jurisdiction to find out whether the above exclusion applies to you.

This warranty allocates risks of product failure between the Purchaser and White Matter. White Matter hardware pricing reflects this allocation of risk and the limitations of liability contained in this warranty. The agents, employees, distributors, and dealers of White Matter are not authorized to make modifications to this warranty, or additional warranties binding on the company. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by White Matter and should not be relied upon. This warranty gives you specific legal rights. You may also have other rights which vary from one jurisdiction to another.

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