



LAVA COMPUTER MFG. INC.
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**LAVA LIFETIME
WARRANTY**

Rev. A00

LAVA LIFETIME WARRANTY

Lava Computer MFG Inc. (Lava) warrants its hardware products to be free from defects in workmanship and materials under normal use and service, for life. Power supplies and fans, should they exist in a product, are warranted for a period of one year from the date of purchase.

If a product does not operate as warranted, Lava shall, at its option and expense, either (1) repair the defective product or part, or (2) deliver to the Customer an equivalent product or part to replace the defective item. All products that are replaced will become the property of Lava. Replacement products may be new or reconditioned.

RETURN MATERIALS AUTHORIZATION

Warranty service may be obtained by contacting Lava at the address above for a Return Material Authorization (RMA) number. Proof of purchase, such as a copy of the dated purchase invoice, must be provided. Once an RMA number is issued, the defective product must be shipped back to Lava prepaid, insured, and wrapped in the original or similar shipping package to ensure that it will not be damaged in shipment. When returning defective product to Lava, the RMA number must be marked on the outside of the shipping package. Any product returned without an RMA number shall be rejected and sent back to the Customer, and Lava reserves the right to have the Customer bear the cost of sending back such products. A service charge may or may not be levied to the Customer by Lava. To find out if a service charge is levied or not, and the charged amount, read the RMA that is returned to Customer, or ask the Lava office when an RMA is requested.

WARRANTIES EXCLUSIVE

IF THE LAVA PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, THE CUSTOMER'S SOLE REMEDY SHALL BE, AT LAVA'S OPTION, REPAIR OR REPLACEMENT. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LAVA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, OR USE OF LAVA'S PRODUCTS.

LAVA SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST, OR WAS CAUSED BY THE CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

LIMITATION OF LIABILITY

IN NO EVENT WILL LAVA BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOSS OF PROFITS, LOSS OF COVER OR OTHER INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF THE INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF A LAVA PRODUCT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF LAVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IF YOU PURCHASED A LAVA PRODUCT IN THE UNITED STATES, SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
