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**LAVA LIFETIME
WARRANTY**

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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, while in the service of the original owner. Power supplies and fans, should they exist in a product, are warranted for a period of one year from the date of purchase. Cases and enclosures and cosmetic damage are not covered under this warranty. This warranty applies to all LAVA products purchased from the date of this warranty until a subsequent revision of the LAVA Lifetime Warranty.

As with all electronics manufactured to comply with the European Union Directive on the Restriction of Hazardous Substances (RoHS) 2002/95/EC, LAVA products manufactured after June 2006 use lead-free solder and components. Such solders have an increased potential to form "tin whiskers," crystalline growths of potentially conductive material that in rare cases can affect the reliability of a device. The growth of tin whiskers is highly variable and not fully understood, but tin whisker growth is likely to be determined by a complex relationship of factors including plating chemistry, plating thickness, substrate materials, grain structure, and environmental storage conditions. The necessity of meeting this legislative requirement and the unpredictability of tin whisker formation requires LAVA to exclude failures attributable to tin whisker formation from the LAVA Lifetime Warranty.

If a product does not operate as warranted in its intended use with software and hardware in use at the time of sale 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.

Products received dead on arrival (DOA) by a Customer or DOA within seven business days will be handled as standard returns according to the Return Materials Authorization procedure below.

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.

IMPORTANT NOTICE. LAVA's products are not authorized for use as critical components in life support devices or systems without the express written approval of the president of LAVA. Life support devices or systems are applications that may involve potential risks of death, personal injury, or severe property or environmental damages. These critical components are semiconductor products whose failure to perform can be reasonably expected to cause the failure of the life support system or device or to adversely impact its effectiveness or safety. The use of LAVA's products in such devices or systems is done so fully at the customer's risk and liability.

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.
