
Damaged Goods

In the event of damage to this Product or packaging you should immediately advise the shipper and the reseller who sold you the product. Retain all original packaging. Future shipment of this product in incorrect packaging may void your warranty.

Limited Warranty

NextWindow Limited (trading as Next Holdings Inc in the United States and NextWindow (UK) Limited in the UK) (Supplier) warrants to the original end-user retail purchaser from an authorized reseller, and each subsequent end-user owner of this Touch Unit (the Product) that the Product will be free from defects in materials and workmanship under normal use and will substantially conform to the specifications and descriptions in the user documentation for 12 months from the date of purchase (the Warranty Period).

If the Product fails to meet the requirements of this warranty and the reseller from whom you purchased the Product receives the Product and all other required information and materials from you before the end of the Warranty Period, Supplier will repair and/or replace (at Supplier's option) the Product.

To claim under this warranty, you must return the Product to the reseller from whom you purchased the Product with proof of purchase. You will be responsible for all shipping and insurance charges. You assume all risk of loss and/or damage to the Product until it arrives at the reseller from whom you purchased the Product's facility. If the reseller from whom you purchased the Product reasonably determines that the Product has not failed to meet the standards of the warranty, you will be liable for the cost of return shipment to you. The reseller from whom you purchased the Product may require payment of such costs before returning the Product to you, and the risk of loss and/or damage will remain with you notwithstanding the reseller from whom you purchased the Product's possession of the Product.

This remedy is the only remedy under the warranty. By exercising this remedy, you waive all other claims arising out of or relating to the failure of the Product to conform to the warranty.

Limitations: This warranty does not apply if the Product has been damaged or rendered defective as a result of incorrect installation, misuse, accident, corrosion, abuse, shipment of this Product in incorrect packaging or other external causes, wear and tear in excess of that normally expected failure of any external resources necessary for the Product's operation, or exposure to water. Repair or attempted repair by any person other than Supplier or one of its approved service centres, commercial use and/or alteration or removal of any serial number each will void this warranty.

Except where Supplier or one of its authorized installers has completed the installation, Supplier assumes no responsibility for damage incurred during installation.

Any implied warranties will only last for 12 months from the date of purchase. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above warranty period may not apply to you. If any limitation or exclusion of liability in this warranty is invalid and Supplier becomes liable for loss or damage that would otherwise have been excluded, such liability will be limited to the total amount actually paid by you for the Product.

You will need to provide proof of purchase showing date, place and serial number at the time you request Warranty service.

Travel costs are specifically excluded on all Products. Travel costs include but are not limited to: taxi, launch fees, aircraft rental, subsistence, customs, shipping and communication charges etc.

Disclaimers and Other Provisions: EXCEPT AS SPECIFICALLY STATED IN THIS LIMITED WARRANTY (A) SUPPLIER PROVIDES THE PRODUCT WITH ALL FAULTS, (B) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE PURCHASER AND USER, (C) SUPPLIER MAKES NO WARRANTY AGAINST INTERFERENCE WITH ANY PURCHASER'S OR USER'S ENJOYMENT OF THE PRODUCT OR AGAINST INFRINGEMENT, AND (D) SUPPLIER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE CONTINUOUS OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEXTWINDOW OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY INJURY TO ANY PERSON OR PROPERTY, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, DAMAGES FOR FAILURE TO MEET ANY DUTY INCLUDING THE DUTIES OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE NEXTWINDOW PRODUCT, THE TECHNOLOGY OR ANY COMPONENT THEREOF OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NEXTWINDOW OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Each of these disclaimers is in addition to, and does not reduce the effect of, any other disclaimer. No reseller has the authority to change this warranty. No event that voids this warranty will have any effect on these disclaimers or limitations of liability. This warranty will be construed under the laws of New Zealand without regard to any conflict of law rules.

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