

WARRANTY STATEMENT

1. DTS warrants to the Client that the sold Products will conform to the terms and conditions of the sale agreement agreed between the parties and will be free from manufacturing defects.
2. The warranty does not cover:
 - a. any use of the Products which is different from standard use or in abnormal conditions and/or use of the Products or parts of the same not meeting DTS specifications;
 - b. failure to follow instructions supplied with the Product;
 - c. defects and malfunctioning resulting from incorrect use and/or incorrect installation or removal of the Products;
 - d. failure of the Client to carry out periodic Product maintenance, such as cleaning of user-cleanable projector filters;
 - e. unauthorized Product modification or modification made by unauthorized service personnel and Products from which the serial number/label has been removed or altered;
 - f. causes external to the Product, such as electric power disruption, fluctuations or blackout;
 - g. accident, misuse, neglect, fire, flood and water (IP20 - 55 - 65 rated units), or other acts of nature;
 - h. normal wear and tear;
 - i. any damage, dents or scratches of or on the Product due to shipment;
 - j. lamps, which are covered by the lamp manufacturer's warranty;
 - k. Products returned to DTS without the original packaging and/or without a copy of the relevant proof of purchase;
 - l. any other cause, which are not related to a manufacturing defect.
3. The warranty period depends on the single part of the Products and namely:
 - a. **3 (three) years** from the date of issuance of the sale invoice of the Products:
 - Electronic boards;
 - General mechanical parts;
 - Stepper motors / DC motors;
 - Electric cables including the ones under constant rotation between Base-Arm and Arm-Head of the unit;
 - b. **2 (two) years** from the date of issuance of the sale invoice of the Products:
 - LED panels on all DTS units;
 - CMY filters, Focus and Zoom lenses (not guaranteed against breakage due to transportation or scratches on coating);
 - Reflector (not guaranteed against breakage due to transportation);
 - Plastic covers and handles (not guaranteed against breakage due to transportation or scratches);

4. Upon delivery of the Products carried out according to the terms and conditions agreed between the parties, the Client must:
 - a. report possible shortages, anomalies or damages to the packaging occurred during the transport on the transportation document; and
 - b. have such report countersigned by the carrier; and
 - c. inform DTS thereof in writing by and not later than 5 (five) days after the date of receipt of the Products.Should this not be the case, DTS shall not be responsible for possible losses, theft or damages occurred to the Products during the transport, even if transport risks were, in whole or in part, upon DTS.
5. Without prejudice to the above, the Client shall notify in writing DTS of non-conformities or defects of the Products, by email, within and no later than the following terms; failing to do so will result in the lapse of the warranty and the unenforceability of the warranty rights:
 - a. differences in type or quantity with respect to type or quantity agreed as well as other manufacturing non-conformities or defects: 7 (seven) days from the delivery of the Products at the premises of the Client;
 - b. hidden non-conformities or defects: 7 (seven) days from the discovery of the same and, for avoidance of doubt, within the warranty period above.
6. DTS shall have the right to examine or to have examined the Products which the Client claims to be non-conforming or defective. For this purpose, upon request of DTS, the Client shall return the Products in question to DTS at the expense and risks of the Client. In the event that the Products are ascertained by DTS, or its appointees, as actually non-conforming or defective, DTS undertakes, at its own option, either to repair or to replace, at no cost to the Client, the Products or part thereof which are defective or non-conforming. The shipping costs of the Products or parts of the same repaired or replaced shall be on the Client.

DTS shall become owner of the Products or the Products' parts that have been replaced.
7. The rights and the remedies described in point 6 above are the sole warranty rights and remedies granted to the Client in case the Products are ascertained as non-conforming or defective. To the fullest extent permitted by law, any other liability of DTS, whether contractual or non-contractual, which may in any way arise from or in relation to the supply of non-conforming or defective Products, including, but not limited to, compensation for direct, indirect, consequential damages or for loss of profits, is expressly excluded. The warranty set forth in this Warranty Statement is in substitution for, and excludes, any other warranty, either express or implied, set forth by the law or otherwise.