



The following Terms and Conditions apply to the use of the Christie Clearance Center as well as all transactions conducted through this section of the Christie web site.

Consumer Agreement

CHRISTIE DIGITAL SYSTEMS, INC. LIMITED WARRANTY

Subject to the terms and conditions set out below, Christie Digital Systems, Inc. (Christie) warrants (a) to the first purchaser for resale of any product purchased through this website for purposes of resale that such product will be free from defects in materials and workmanship for a period of one year from the date of initial purchase through this website, and (b) to the first end user purchaser of any product purchased through this website for purposes of the purchaser's own use that such product will be free from defects in materials and workmanship for a period of ninety (90) days from the date of initial purchase through this website. In the event of a warranty claim, the purchaser must, at the purchaser's sole expense, return the product to Christie USA, at its offices located at 10550 Camden Drive, Cypress, CA 90630 USA, or Christie Canada, at its office located at 89 Wellington Street North, Kitchener, ON, N2G 4Y7 Canada, and, upon verification of the warranty claim, Christie will, at its sole option and without charge, repair or replace the defective product or refund the original purchase price of the defective product.

No Product may be returned to Christie without obtaining an RMA (return material authorization) number from Christie. To obtain an RMA number, an RMA Request Form must be submitted to Christie at the office address provided above. All returned products must be properly packaged for shipment (in original packaging if possible). Static sensitive assemblies must be packaged within a static protective bag, and failure to do so will VOID this warranty as to those assemblies. Products returned with no fault found will be subject to an evaluation fee.

This warranty does not cover:

- i. Damage occurring during shipment, whether original shipment or return shipment
- ii. Projection lamps.
- iii. Damage caused by use of the lamp beyond the recommended lamp life, or use of a lamp supplied by a supplier other than Christie
- iv. Problems caused by combination with non-Christie equipment, such as distribution systems, cameras, video tape recorders, etc., or use with any non-Christie internal interface device
- v. Damage caused by accident, misuse, abuse, improper power source, fire, flood, lightening, earthquake or other natural disaster.
- vi. Damage caused by improper installation/alignment, or to equipment modification, if by other than Christie service personnel

This warranty does not apply to any product whose serial number has been removed or obliterated.

THIS WARRANTY APPLIES IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND CHRISTIE MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH OTHER WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.



TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHRISTIE USA SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER OR NOT CHRISTIE USA HAS BEEN ADVISED THAT ANY SUCH DAMAGES MAY OCCUR.

Information We May Request

We may ask you for personal information or business information to enable us to enhance your site visit and your relationship with us, to provide information to you about our products, to acquaint you with marketing or promotional programs we offer from time to time, or for other such purposes related to our business. It is completely a matter of your choice as to whether you submit any requested information to us. We will not ask you for any financial information, including credit card information, on this website.

Use of Information You Submit

If you choose to submit information to us, we will not sell that information, and we will treat that information as confidential and not provide it outside of our organization and affiliates, except as may be required by law or law enforcement agencies or as we consider reasonably necessary to protect persons or property from harm. Information you submit will be used by us for the purposes referred to above in the paragraph regarding information we may request.

Security of Information

We use reasonable efforts to try to protect the security of any information you may submit to us. However, we cannot give you any absolute assurances as to the security of information you provide to us, and you provide information to us at your own risk.

Opting Out

If you do not wish to receive marketing material from us via the internet, let us know that in the manner indicated when you provide information to us, use the opt out procedure we specify in mailings sent to you, or contact us in the manner indicated below and let us know.

Links to Other Sites

For your convenience, we may provide links to other websites which we do not operate. However, we are not responsible for the privacy policies of those websites.

Children

This website is not intended for use by children under 13 years of age. We do not knowingly solicit, collect or store personal information from or about children, and we do not knowingly market our products to children.

Contact Us

If you have any questions or wish to bring anything to our attention regarding our privacy policy, you may contact us by email addressed to Gabriel.Carruana@christiedigital.com.



General Terms and Conditions of Use

By accessing or using this website, you are agreeing to be bound by these terms and conditions and all applicable laws and regulations. If you do not agree with any of these terms and conditions, do not access or use this site. Specific terms and conditions relating to the purchase and sale of items offered for sale at this website are set out in the Sales Terms section of this website.

Modifications

Christie reserves the right to revise these terms and conditions of use for its website at any time without prior notice.

TERMS OF SALE

1. Products offered for sale at this website are offered by Christie Digital Systems, Inc. (Christie). All products offered for sale at this website are end of life products (meaning that these products are being discontinued), or refurbished products which have been used as demonstration units or as temporary replacement or loaner units.
2. Christie will use reasonable efforts to update information on this website regarding product items which are offered for sale. However, it is possible that there will be a time lag between the sale of a product listed as being in inventory and the removal of that item from the inventory listing. Christie reserves the right to cancel any order submitted through this website, even if confirmation of receipt or acceptance of the order is sent electronically or otherwise.
3. Orders for products offered for sale on this website may be placed by completing and electronically submitting the order form appearing on this website. Notwithstanding any electronic confirmation of receipt or acceptance of any order submitted through this website, all sales are subject to and must be completed in accordance with Christie's normal sales procedures, including credit approval. Accordingly, please coordinate with Christie regarding any purchase of products through this website. You may contact Christie as follows:

Gabriel Carruana
Christie Digital Systems USA, Inc.
10550 Camden Drive
Cypress, CA 90630
Tel: 714-220-3594
Fax: 714-503-3375
Email: Gabriel.Carruana@christiedigital.com

4. Products offered for sale at this website are intended for commercial use. By submitting an order for, or purchasing, a product offered for sale at this website, the purchaser agrees and represents that the purchaser will use the product for commercial use, and not for personal, household or family purposes.
5. The purchase price stated for any product offered for sale on this website does not include freight or insurance charges, or any sales, use, value added or other similar taxes, all of which are payable by the purchaser. If any purchaser wishes to claim an



exemption from sales tax, the purchaser must submit a copy of a valid exemption certificate to Christie USA at the following address:

Christie Digital Systems USA, Inc.
Attn: Gabriel Carruana
10550 Camden Drive, Cypress, CA
90630

6. Products purchased through this website will be shipped from either Cypress, CA, USA, or Kitchener, Ontario, Canada, depending on where the purchased product is located at the time of sale. Title to, and all risk of loss of or damage to, products will pass to the purchaser on delivery to the carrier at the point of shipment. On any cross-border shipment, the purchaser will be responsible for payment of all applicable customs duties.
7. All products sold through this website are sold under the Christie limited warranty set out in the warranty section of this website.
8. All sales of products through this website are final, and products purchased through this website may not be returned, except for warranty returns under the Christie limited warranty set out in the warranty section of this website.