

# Envision Peripherals, Inc.

## Re-Spawned

### Limited Warranty

for

### AOC G-Series Monitors and AOC AGON Monitors

This Limited Warranty applies to any monitor listed below that is purchased by You from Envision Peripherals, Inc. (“EPI”) or an EPI authorized distributor or reseller located in the continental United States, Alaska, Hawaii, or Canada (the “Product”). As used herein, “You” means the original purchaser of the Product who is a resident of the United States or Canada.

**Before using the Product, please read this Limited Warranty carefully to understand Your rights and obligations, including the mandatory arbitration provision and class action waiver in the Dispute Resolution section below, which requires You to resolve Disputes (as defined below) with EPI on an individual basis and through final binding arbitration.**

### What is covered, and for how long?

Except as limited herein, this Limited Warranty covers any Defect (defined below) with Your Product for the applicable period specified on the following table (the “Warranty Period”):

<b>Product Type</b>	<b>Limited Warranty Period</b>
AOC G-Series Monitor	Three (3) years from the date of purchase from EPI by You
AOC AGON Monitor	Four (4) years from the date of purchase from EPI by You

As used herein, “Defect” means (i) for the LED panel in the Product, any pixel defect exceeding the ISO 9241 – 307 Class 1 specifications, and (ii) for the remainder of the Product, any defect in material or workmanship such that the Product fails to meet the manufacturer’s specifications delivered with the Product.

This Limited Warranty commences on the date that You purchase the Product from EPI or an EPI authorized distributor or reseller, and runs for the Warranty Period set forth above.

## **What is not covered?**

This Limited Warranty does not cover any Product that was purchased (i) before January 1, 2019; (ii) from a distributor or other third party that is not listed as of the date of Your purchase under the “Where to Buy” link in the footer of [us.aoc.com](http://us.aoc.com); or (iii) from a distributor or other third party located outside the continental United States, Alaska, Hawaii, and Canada.

This Limited Warranty also does not cover:

- defects or damage resulting from ordinary wear and tear;
- defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress;
- scratches, dents or cosmetic damage;
- defects or damage resulting from operation in a manner not approved by EPI;
- defects or damage resulting from repair, alteration, or adjustment not approved by EPI;
- defects or damage resulting from external causes such as fire, flooding, windstorm, earthquake, exposure to nature or weather conditions (including extreme thermal or environmental conditions), theft, blown fuse, or improper use of any electrical source;
- refurbished monitors, store demonstration units, or out-of-box sales; and
- any Product purchased outside of the continental United States, Alaska, Hawaii, and Canada.

## **Who may enforce this warranty?**

This Limited Warranty applies only to You, the original purchaser of the Product, and is not transferrable.

## **What will we do?**

Except as limited herein, if a Defect arises with the LED panel or the remainder of the Product, and You return the Product to us during the Limited Warranty Period, EPI will replace the entire Product at no charge with a new monitor (of the same type) in an original factory retail package. If the Product type has been discontinued, we will replace the defective Product with a similar monitor of equal or greater value in an original factory retail package.

If You are a United States resident, we will pay the shipping costs both (i) for You to return the defective Product to us (to the address specified below) and (ii) for us to ship the replacement monitor to You. If You are a Canadian

resident, we will pay the shipping costs only for us to ship the replacement monitor to You; You must pay the shipping costs to return the defective Product to us (to the address specified below).

### **How do You request the above-noted remedy under this warranty?**

Either (i) call our customer support hotline at 888.838.6388 between the hours of 8:30 AM and 5:30 PM Pacific Time, or (ii) fill out the customer support form located at <https://us.aoc.com/en/gaming/service-contact>. We will provide You with a return material authorization (RMA) number. Once You receive Your RMA number, pack the defective Product carefully to prevent damage in transit and ship it, along with the RMA number and a detailed description of the Defect.

### **Dispute Resolution**

- You and EPI agree to submit for resolution exclusively through binding arbitration all disputes, claims, and/or controversies of any kind arising out of or relating to this Limited Warranty or Your purchase of the Product (collectively, "Dispute"). You should review this arbitration provision carefully. This provision limits Your and our ability to litigate claims in court.
- You and we agree to waive Your and our respective rights to a jury trial; ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED. Any arbitration hereunder shall take place on an individual basis; class arbitrations and class actions are not permitted. You will not have the right to participate as a class representative, private attorney general, or member of any class of claimants for any claim subject to arbitration. A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with the arbitration proceedings between You and us. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator in accordance with this arbitration provision.
- Binding arbitration is usually an informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence at a hearing and then issue a binding ruling in the form of an award. You and we understand that in an arbitration discovery is more limited than in a court, and review by courts is very limited.
- If either You or we intend to seek arbitration related to any Dispute, such party must first send to the other, by certified mail, a written notice of the Dispute ("Notice"). Any Notice to us must be addressed to Envision Peripherals, Inc. Attn: General Counsel, Envision Peripherals, Inc. 490 N. McCarthy Blvd., Suite 120, Milpitas, CA 95035. Any Notice must: (a) describe the nature and basis of the Dispute and (b) set forth the specific relief sought.

If You and we do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, either You or we may commence an arbitration proceeding in accordance with this provision. During the arbitration, the amount of any settlement offer made by You or we shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or we are entitled.

- You and we agree, upon written Notice made by the other party, to submit to binding arbitration of any and all Disputes between You and us, whether based on statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, including contract disputes, tort claims, fraud claims and fraud-in-the-inducement claims, misrepresentation, statutory claims and/or regulatory claims arising out of or relating to this Limited Warranty or Your purchase of a Product subject to this Limited Warranty (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Limited Warranty), or the scope or enforceability of this Limited Warranty, including the determination of the applicability of this agreement to arbitrate, and/or any other relationship or dispute between You and us (collectively, "Claims"). Both You and we retain the right to seek relief in a small claims court for Claims within the jurisdictional limits of the small claims court.
- The arbitration of any Claim shall be conducted by the American Arbitration Association (the "AAA") or any other arbitrator mutually agreed upon by You and us. In any event, the arbitration of any Claim shall be conducted in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Rules"). The Rules are available online at [www.adr.org](http://www.adr.org) or by calling 800.778.7879. In the event of any inconsistency between this arbitration provision and the Rules, such inconsistency shall be resolved in favor of this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation, and enforceability of this Limited Warranty, notwithstanding any other choice of law provision contained in this Limited Warranty.
- After the 30-day period in clause 4 above has expired, either You or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA in accordance with the Rules in effect at the time the notice is filed. We may be given notice at the address set forth in clause 4 above.
- A panel of no less than three (3) arbitrators shall decide all Claims. The arbitrators shall be active members in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge.

- You and we agree that the arbitrators shall: (a) limit discovery to non-privileged matters directly relevant to the Claim; (b) grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) have authority to grant relief only with respect to Claims asserted by or against You individually; and (d) provide a written statement stating the disposition of each Claim and a concise written explanation of the basis for the award and shall make specific findings of fact and conclusions of law to support any arbitration award. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. Notwithstanding the foregoing, we will pay to the AAA any portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where You live. If You are unable to pay the filing fee, we will pay it directly upon receiving a written request. We will pay all of the remaining administration fees and other costs, including the arbitrator's fees, for any non-frivolous Claim (measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure) that does not exceed \$15,000. For all other Claims, the arbitrators will decide whether we or You will ultimately be responsible for paying any fees or other costs in connection with the arbitration under the Rules.
- Any arbitration proceeding shall be conducted in the federal judicial district of Your residence, and You will be given the opportunity to attend the proceeding and be heard. If Your Claim is for \$10,000 or less, we agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrators, through a telephonic hearing, or by an in-person hearing in accordance with the Rules. Judgment upon any award rendered in arbitration may be entered in any court having competent jurisdiction.
- Demand for arbitration under this arbitration provision must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim is also barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with this arbitration provision.
- Nothing in this arbitration provision shall limit the right of You or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action or seeking enforcement of intellectual property rights. You and we agree that the taking of these actions or any other participation in such litigation by You or us does not waive any right that either You or we have to demand arbitration at any time with respect to any

subsequent or amended Claim filed against You or us after commencement of litigation between You and us.

- You may choose to opt out of these arbitration procedures within 30 days after the date You purchase Your Product, by completing the opt-out form located at <https://us.aoc.com/arbitrationoptout> and sending the opt-out form by U.S. first-class mail, postage prepaid, to the following notice address: Envision Peripherals, Inc. Attn: Warranty Arbitration Opt-Out, 490 N. Milpitas Blvd, Suite 120, Milpitas, CA 95035. Any opt-out form received after the foregoing deadline will not be valid and You must pursue Your Claims in arbitration or small claims court.
- If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable.

### **Choice of Law; Jurisdiction and Venue**

Except as set forth in binding arbitration provision above, this Limited Warranty shall be governed exclusively by, and construed exclusively in accordance with, the internal laws of the state of [California] without reference to the choice of law or conflicts of law principles thereof, and all claims relating to or arising out of this Limited Warranty, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed exclusively by the laws of the state of [California] without reference to the choice of law or conflicts of law principles thereof.

To the extent any action is permitted under the binding arbitration provision above to be heard in a court of competent jurisdiction, such action shall take place in the state or federal courts sitting in [Santa Clara County, California]. You and we hereby waive any claim or defense that such forum is not convenient or proper. You and we each also hereby agree that any such court shall have in person a jurisdiction over it for any such action, and each party consents to service of process in any manner authorized by [California] law.

### **Other**

THE OBLIGATIONS OF EPI UNDER THIS LIMITED WARRANTY ARE LIMITED TO THE REPLACEMENT OF A PRODUCT DETERMINED BY EPI TO HAVE A QUALIFYING DEFECT AS DEFINED HEREUNDER. EPI WILL HAVE NO OBLIGATION AND YOU WILL HAVE NO REMEDY AGAINST EPI FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN. YOU SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, OR LOST PROFITS. SOME STATES DO NOT ALLOW ONE OR

MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY.

This Limited Warranty gives You specific legal rights. You may also have other rights which vary from state to state.

Please register Your Product with us at <https://us.aoc.com/en/product-registration>. Failure to register Your Product will not diminish Your warranty rights under this Limited Warranty.

## Accidental Damage

### One-Time Accidental Damage Exchange Program

for

### AOC G-Series Monitors and AOC AGON Monitors

This One-Time Accidental Damage Exchange Program (the “Program”) provided by Envision Peripherals, Inc. (“EPI”) applies to any AOC G-Series

Monitor or AOC AGON Monitor purchased by You from EPI or an EPI authorized distributor or reseller located in the continental United States, Alaska, Hawaii, or Canada (the “Product”), subject to the terms and conditions set forth below. As used herein, “You” means the original purchaser of the Product who is a resident of the United States or Canada. This Program is separate from, and in addition to, our Limited Warranty (available [here](#)).

### **What is covered?**

Unintentional damage due to an accident, including drops, falls, and other collisions; liquid spills; and electrical surges[, whether or not caused by fire, flooding, windstorm, earthquake, exposure to nature or weather conditions, or other natural causes].

### **What is not covered?**

- Intentional damage
- Scratches, dents or cosmetic damage
- Ordinary wear and tear
- Theft

### **What are the requirements to qualify?**

To qualify for coverage under this Program, You must:

- Keep a copy of the sales receipt or other proof of purchase; and
- Have a valid address in the United States or Canada that can be verified by FedEx, UPS, USPS, or other transportation carrier.

### **Who is covered?**

The coverage under this Program applies only to You, the original purchaser of the Product, and is not transferrable.

### **How long does coverage run?**

Your Product is covered under this Program for one (1) year from the date of purchase by You from EPI or an EPI authorized distributor or reseller located in the continental United States, Alaska, Hawaii, or Canada.

### **What will we do?**



If Your Product qualifies under this Program, we will replace the Product one (1) time at no charge with a refurbished monitor of the same type (or of a similar type if Your Product type has been discontinued). *Limit: One (1) replacement per qualifying Product.*

If You are a United States resident, we will pay the shipping costs both (i) for You to return the Product to us (to the address specified below) and (ii) for us to ship the replacement monitor to You. If You are a Canadian resident, we will pay the shipping costs only for us to ship the replacement monitor to You; You must pay the shipping costs to return the Product to us (to the address specified below).

### **Other exclusions, restrictions, and limitations.**

The following products are not eligible for coverage under this Program:

- Purchases made before January 1, 2019;
- Purchases from a distributor or other third party that is not listed as of the date of Your purchase under the “Where to Buy” link in the footer of [us.aoc.com](http://us.aoc.com);
- Purchases from a distributor or other third party located outside the continental United States, Alaska, Hawaii, and Canada; or
- Refurbished monitors, store demonstration units, or out-of-box sales;
- Products with no sales receipt or other proof of purchase.

THE OBLIGATIONS OF EPI UNDER THIS PROGRAM ARE LIMITED TO THE ONE-TIME REPLACEMENT OF A PRODUCT (DETERMINED BY EPI TO QUALIFY UNDER THIS PROGRAM) WITH A REFURBISHED PRODUCT. EPI WILL HAVE NO OBLIGATION AND YOU WILL HAVE NO REMEDY AGAINST EPI FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN. YOU SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, OR LOST PROFITS.

### **How do You request a replacement monitor under this Program?**

Either (i) call our customer support hotline at 888.838.6388 between the hours of 8:30 AM and 5:30 PM Pacific Time, or (ii) fill out the customer support form located at <https://epius.s2.renewityrma.com/RenewityRMAEpi/default.asp>.

If Your Product qualifies, we will provide You with a return material authorization (RMA) number. Once You receive Your RMA number, pack the

Product carefully to prevent damage in transit and ship it, along with the RMA number and copy of the sales receipt or other proof of purchase.