Arachnid. Inc.

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Effective:
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WARRANTY

4500 SERIES ENGLISH MARK DART GAME

Subject to the terms and conditions herinafter set forth, Arachnid, Inc. warrants the "Main Computer Board" to the original purchaser for use for one (1) year from the date of original sale. The "Main Computer Board" shall be defined as the printed circuit board that contains the microprocessor chip and all the components mounted thereon (excluding lamps).

Subject to the terms and conditions herinafter set forth, Arachnid, Inc. warrants the "Electronics Package" to the original purchaser for use of ninety (90) days from the date of original sale. The "Electronics Package" shall be defined as the "Power Supply" chassis and the parts mounted thereon, the "Target Interface" printed circuit board, and the "Switch Matrix". This warranty does not extend to darts, tips, lamps or the coin mechanisms.

Subject to the terms and conditions herinafter set forth, Arachnid, Inc. warrants the cabinet and its component parts to the original purchaser for use for thirty (30) days from the date of original sale.

These warranties do not apply to damage resulting from misuse, neglect, accidents for which the product warranted herein is not the sole cause, improper installation, improper maintenance or darts and tips used in operation of the dart game that are not factory issue. The product will not be considered defective if it substantially fulfills the performance specifications.

Buyer's sole and exclusive remedy for breach of any or all express or implied warranties pertaining to the product shall be the repair or replacement, at Seller's option, of any defective part thereof, at Seller's expense, upon delivery of the product, transportation prepaid by the Buyer, to Arachnid, Inc.; provided however, that Buyer shall not be entitled to such remedy unless Seller shall have received written notice of such defect within the period of ten (10) days after such defect is first discovered and safely delivers the product to Arachnid, Inc. within fifteen (15) days immediately following the date of delivery of such notice. Seller shall not be liable for any consequential damages of a commercial nature. The warranties contained herein do not include reimbursement for field labor but will include factory labor for those warranty items returned to Arachnid for repair under the terms and conditions hereinabove set forth. If it is determined that the repair is not of a warranty nature, Arachnid, Inc. will notify the Buyer and labor performed at Buyer's request will be charged at Seller's normal rate. Arachnid, Inc. neither assumes nor authorizes anyone to assume for it any obligation or liability in connection with said product.

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