

## SWINTON AVENUE TRADING CONSUMER CALCULATOR LIMITED WARRANTY

The limited warranty set forth below is given by Swinton Avenue Trading with respect to Calculators purchased and used in the United States and Canada respectively.

This limited warranty is only effective upon presentation of proof of purchase (bill of sale) to Swinton Avenue Trading. Swinton Avenue Trading Calculators, when delivered to you in a new condition in the original container, are warranted against defective materials or workmanship as follows: for a period of one (1) year from the date of original purchase, defective parts or Calculators returned to a Swinton Avenue Trading and proven to be defective upon inspection, will be exchanged at Swinton Avenue Trading sole option, for new or comparable rebuilt parts or calculators (of the same or similar model). Warranty for replacement shall not extend the original warranty period of the defective calculator.

When returning Calculators under this limited warranty, you must pre-pay the shipping charges, if any, and enclose a complete explanation of the problem. Calculators covered by this limited warranty will be repaired at Swinton Avenue Trading's sole option, and returned to you without charge by any Swinton Avenue Trading. This warranty does not cover rechargeable batteries that may be supplied with the Calculator, as to which batteries there shall be no warranty or replacement.

This limited warranty covers all defects encountered in normal use of the calculators, and does not apply in the following cases:

- (a) Loss or damage to the Calculators due to abuse, mishandling, alteration, accident, electrical current fluctuations, failure to follow operating instructions, maintenance and environmental instructions prescribed in Swinton Avenue Trading's instruction manual or service performed by other than Swinton Avenue Trading.
- (b) Use of parts (other than those distributed by Swinton Avenue Trading) which damage the Calculator or cause abnormally frequent service calls or service problems.
- (c) If any Calculator has had its serial numbers or dating altered or removed.
- (d) Loss or damage to the Calculator due to leaking batteries (other than rechargeable batteries supplied as original equipment with the Calculator by Swinton Avenue Trading) or water damage.

NO IMPLIED WARRANTY (OR CONDITION)\* INCLUDING ANY IMPLIED WARRANTY (OR CONDITION)\* OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIES TO THE CALCULATORS AFTER THE APPLICABLE PERIOD OF EXPRESS WARRANTY STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE CALCULATORS SHALL BIND SWINTON AVENUE TRADING. (SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.) SWINTON AVENUE TRADING SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE CALCULATOR, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SWINTON AVENUE TRADING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST SWINTON AVENUE TRADING BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE CALCULATOR SOLD BY SWINTON AVENUE TRADING AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE, MISUSE OR INABILITY TO USE ANY CALCULATOR SOLD BY SWINTON AVENUE TRADING NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SWINTON AVENUE TRADING. (SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.) THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF ANY CALCULATOR OR THE PERSON FOR WHOM IT WAS PURCHASED AS A GIFT AND STATES YOUR EXCLUSIVE REMEDY.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

SWINTON AVENUE TRADING  
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Please keep a copy of your original bill of sale. In order to obtain warranty service. You will need to present a copy of your original bill of sale from your Consumer Calculator retailer at the time of service. Also please keep all packing materials and the original packing box to protect your equipment, should you need to transport it for service.