

Appendices

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DxO ONE warranty card

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This assistive device is warranted to be specifically fit for the particular needs of you, the buyer. If the device is not specifically fit for your particular needs, it may be returned to the seller within 30 days of the date of actual receipt by you.

If you return the device, the seller will either adjust or replace the device or promptly refund the total amount paid. This warranty does not affect the protections and remedies you have under other laws.

LANGUAGES

Français Deutsch

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DxO ONE WARRANTY CARD

DxO Labs SA ("DxO") is under a legal duty to consumers to supply products that are in conformity with your Contract (General Purchase Terms and Conditions) with DxO.

If your DxO ONE is or becomes faulty through no fault of your own then you may be entitled to a refund, repair, or replacement of your DxO ONE but only in accordance with the express terms of this Warranty Card.

DxO's obligation under this warranty is limited to, at its sole option, repairing, replacing on an exchange basis, or refunding the cost of DxO ONE or parts thereof that are delivered with defects in design, materials, and workmanship or, within the warranty period of one (1) year from the date of original purchase, develop defects in design, materials, and workmanship under normal and proper use in conformance with all instructions. This warranty does not extend to any consumable item. This warranty cannot be transferred by the original purchaser to anyone else, and any attempted transfer is void.

If you are a consumer residing in the EU, you will also benefit from legal rights under EU law in relation to the sale of defective, non-conforming or misrepresented products, for a minimum of two (2) years depending on your country of purchase (national laws may give additional rights). These legal rights are not affected by anything else in this Warranty Card.

DxO gives no other guarantees or warranties, express or implied, except for the warranty expressly stated herein, or in any extended warranty that you purchase from DxO (if offered).

1 NOTIFICATION OF CLAIMS: WARRANTY SERVICE

In the event of the customer becoming aware of a defect in DxO ONE during the warranty period, the customer must notify DxO in writing within the warranty period, and such notice shall include details of the defect. All notices shall be sent to DxO following the procedure specified at www.dxo.com. Any customer seeking warranty service must use his or her best efforts to provide DxO with all necessary access and all information and particulars required to enable DxO to ascertain and verify the nature and cause of the defect claimed and to carry out any warranty obligations.

Upon giving notice to DxO of a defect, the customer shall cease using DxO ONE. Any use of DxO ONE after giving notice shall void this warranty, and DxO shall have no liability to the customer either under this Warranty Card or otherwise in relation to DxO ONE. The customer shall not resume using DxO ONE until DxO notifies customer in writing that DxO ONE can be used.

2 EXCLUSIVE REMEDY: ACCEPTANCE

Customer's exclusive remedy and DxO's sole obligation is to supply (or pay for) all labor necessary to repair any DxO ONE found to be defective within the warranty period and to supply, at no extra charge, new or rebuilt replacements for defective parts. If repair or replacement fails to remedy the defect as determined by DxO at its sole discretion, then, and only in such event, shall DxO refund to the customer the purchase price for the DxO ONE in exchange for the customer returning the DxO ONE. The customer's failure to make a claim as provided in paragraph 1 above or continued use of the DxO ONE shall constitute an unqualified acceptance of the DxO ONE and a waiver by the customer of all claims thereto. All determinations made by DxO with respect to the warranty shall be final.

3 EXCEPTIONS TO LIMITED WARRANTY

DxO shall be under no obligation whatsoever to repair, replace, or make good any loss, damage, or defect that results from incorrect installation, alteration without consent, abnormal wear and tear, or customer-induced damage, accident, abnormal conditions of storage or use, or any act, neglect, or default of the customer or any third party. Without limiting the preceding sentence, this warranty is void and DxO shall be under no obligation whatsoever to repair, replace, or make good any loss or damage or defect if: (a) the customer uses the DxO ONE with any device other than the approved models of iPhone and iPad, and any other device that later may be approved in writing by DxO; (b) the customer or any third party other than DxO (or a representative that DxO approves in writing) attempts to repair, disassemble or modify the DxO ONE; (c) the customer uses any cords, power adapters, or other peripherals with the DxO ONE that have not been supplied by DxO or a DxO-authorized distributor; or (d) customer or users of the DxO ONE do not follow the guidelines to use the DxO ONE as described in the DxO ONE documentation or general purchasing conditions.

DxO is not responsible for any loss or damage or defect to any approved iPhone or iPad model or any other device that DxO later approves in writing for use with DxO ONE. DxO ONE may not function properly if the approved iPhone or iPad model (or any other device that DxO later approves in writing for use with DxO ONE) is defective or not properly maintained by the customer (including, without limitation, if customer fails to properly configure such a device). To the extent DxO determines, in its sole judgment, that any malfunction of DxO ONE is solely due to a defect or improper maintenance of another device approved and intended for use with DxO ONE, DxO shall have no obligation under this warranty.

Usage of DxO ONE requires customer to download to the approved iPhone or iPad model (or any other device that DxO later approves in writing for use with DxO ONE) the app that is specified in the user manual (and any update to such app) and periodic firmware updates that become available. The customer is solely responsible for obtaining the necessary Internet connection to download such app (and any update) and firmware updates.

DxO is not responsible under warranty for any malfunction of the DxO ONE that results from the failure to download the app (or any update) or any firmware updates. If customer has any difficulty downloading the app (or any update) or firmware updates, the customer should follow the directions in the user manual to resolve such issues. DxO reserves the right at any time after expiration of the warranty period to cease providing updates to the app.

DxO ONE is dependent on Apple's Lightning API and certain Apple iOS libraries to function correctly. DxO ONE shall have no liability under this Warranty Card or otherwise if Apple ceases for any reason to support such API or libraries.

Where any defective DxO ONE is replaced, the provisions of this Warranty Card shall apply to the replacement DxO ONE for the unexpired balance of the warranty period.

The customer shall not return the DxO ONE to DxO without the DxO's written consent and DxO shall not be under any liability whatsoever for the DxO ONE returned by the customer without such consent.

4 CUSTOMER DATA

Customer shall be solely responsible for maintaining the backup data necessary to replace customer data including images lost or damaged from any cause. For more information about your personal data, please refer to the Privacy Policy in the iOS App and on.

5 PROOF OF PURCHASE

The customer's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility. DxO may from time to time provide updated information about the warranty or the DxO ONE. To stay better informed, we recommend you register your DxO ONE by visiting the DxO website at www.dxo.com and providing the requested product and purchase information.

6 DISCLAIMER OF WARRANTY

The above written warranty is the sole and exclusive warranty given by DxO and is given in lieu of and replaces, excludes, and extinguishes all and every condition, warranty or representation whatsoever, whether express or implied by statute, common law, trade usage, custom, or otherwise in respect to the quality or fitness for purpose, description of the DxO ONE, or otherwise. Without limiting the previous information, DxO disclaims any implied warranty of merchantability and implied warranty of fitness for a particular purpose. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed and does not apply to this warranty or the purchase of your DxO ONE.

7 LIMITATION OF LIABILITY

This Warranty Card states the full extent of DxO's obligations and liabilities in respect to the supply of or failure to supply the DxO ONE. DxO is not liable to you (or any other parties) for any indirect, incidental, consequential, punitive, or exemplary damages, or for loss of income, profits, bargain, revenue, contracts, goodwill, use, enjoyment, time, data, electronically transmitted orders, or other economic advantage (but not to the extent that applicable law prohibits liability exclusions or limitations for intentional torts, gross negligence, damages arising out of product liability, or other fault bases). DxO disclaims any warranties and liabilities related to damage to any device attached to the DxO ONE.

DxO's maximum aggregate liability, whether in contract, tort (including negligence), or otherwise, shall in no circumstances exceed the amount payable by you to DxO for the purchase of DxO ONE.

For further information and the name of the nearest authorized DxO service facility, contact:

DxO Labs Corp
P.O. Box 410535
San Francisco, CA 94141

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