



CINTIQ®

22HD touch Creative Pen Display



Important Product Information

- Precautions
- Product Specifications
- Disposal and Recycling Information
- Regulatory Statement
- License and Warranties





Cintiq® 22HD touch (DTH-2200)

Important Product Information

Version 1.1 H3013

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The above year indicates when this manual was prepared. However, the date of release to the users of the "manual" is simultaneous with the introduction into the market of the applicable Wacom product.

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PRECAUTIONS

PRECAUTIONS ON USE AND HANDLING

To ensure the safe operation of the Cintiq 22HD, be sure to follow all instructions, cautions, and warnings found within this manual. Failure to do so could cause damage to the Cintiq 22HD, damage to your computer, or loss of data. Failure to do so could also void your warranty, in which case Wacom shall have no responsibility to repair or replace the Cintiq.

PHYSICAL LOCATION

WARNING

The Cintiq is solely applicable in normal office environments but may be used also as center consoles in climate controlled environments. The Cintiq was tested by Wacom for the usage in a normal office environment only and there was no particular inspection with regards to its compatibility in medical and military application areas.

In addition, the interactive pen display is neither waterproofed nor explosion resistant. It serves and can be used solely as a passive display and input device.

In all applications that are not designated for its sole usage, no information on the functionality and possible malfunctions of the interactive pen display can be supplied due to inadequate execution of tests. The adoption of the interactive pen display in other application areas than normal office environments is at the user's risk.

ENVIRONMENT

CAUTION

Temperature and humidity

- Operating temperature and humidity: 5°C to 40°C, 30% to 80% RH
- Storage temperature and humidity: -20°C to 60°C, 30% to 90% RH

Do not use or store the Cintiq where:

- Temperature changes are severe or exceed specifications (e.g. outdoors or inside a vehicle).
- The pen display, the Grip Pen, and the Cintiq stand are exposed to direct sunlight or heat from an appliance, or are exposed to water or any other kind of liquid.

Do not use the Cintiq in a dusty environment; this may damage it.





USAGE

WARNING

Only use a power adapter specified for use with the Cintiq. If a different type of power adapter is used, the Cintiq will not work properly or may be damaged. Using a different type of power adapter also has the potential to result in fire. Use of a different power adapter will void your warranty.

Regularly remove dust build-up from the power plug. The addition of moisture, etc., to accumulated dust may create a fire hazard.

Do not damage, forcibly bend, or bundle the power cord. Do not place heavy objects on the cord or expose it to excessive heat. Ignoring this warning may result in fire, electrical shock, or product failure.

Do not connect or disconnect the power adapter with wet hands. Ignoring this warning may result in electrical shock or product malfunction.

Do not insert foreign material into the USB port, video connector ports, or any other opening of the Cintiq. If a metal object or foreign material is inserted into a port or other opening of the Cintiq, it may cause product malfunction, fire, or electrical shock.

CAUTION

Use a grounded power source when applying power to the Cintiq.

Do not connect or disconnect the video or power cables while the Cintiq or your computer is turned on; this may damage the display or computer video card. In this case, Wacom shall have no responsibility to repair or replace the product.

The Cintiq is for use with a DVI or VGA video card. Using an inappropriate video card may damage the Cintiq.

Do not block the rear panel ventilation holes; this may overheat and damage the Cintiq.

When not using the Cintiq for long periods of time, unplug the power adapter from the AC outlet.

Take care of the following points to protect the health of your eyes when using the Cintiq:

- When using the Cintiq, only use it in a well lit room and view the display from a suitable distance.
- Take regular breaks when using the Cintiq for extended periods of time.





Take care of the following points in regards to the LCD display.

Do not push down forcibly with the pen on the LCD display. Pushing down forcibly on the display may cause ripple like striped patterns to temporarily appear on the display (the ripples disappear when you stop pushing down with the pen). The following conditions are characteristics of LCD displays and do not indicate damage or malfunction to the Cintiq.

- Depending on the displayed contents, uneven brightness may be produced.
- Depending on the displayed contents, a small portion of lit and unlit lines, or red or blue dots may be visible.
- When displaying objects with delicate patterns, flicker or striped patterns may be produced.
- After displaying the same still image for an extended period of time, a residual image may be produced. (Residual images will gradually disappear over time.)
- Changes to the condition of the back light over the period of using the display will gradually affect the condition of the display.
- Depending on the angle that from which the display is viewed, the colors and hues may appear changed.

HANDLING

WARNING

High Voltage. Do not open or disassemble the Cintiq. There is a risk of electrical shock when the casing is open. This will also void your warranty and Wacom shall have no responsibility to repair or replace the Cintiq.

Ensure that cabling or other objects do not get entangled in the moving parts of the stand.

Do not place the Cintiq on any wet surface or table. The rubber pads of the stand may slip, allowing the Cintiq to fall from the surface.

When moving the Cintiq, ensure all cables are fully disconnected from the power outlet, computer, and other areas. Appropriately bundle the cables to ensure they do not hang free and create a hazard. Tripping over loose cables can cause physical damage or personal injury.

Do not place the Cintiq on any unsteady surface or table. Do not place it on slanted areas, unstable areas, or areas where vibration is present.

Physical damage or personal injury may result if the Cintiq falls from an unsuitable surface.





Do not sit on, or hang from, the table or other surface where the Cintiq is placed. The Cintiq may fall and cause physical damage or personal injury. Take extra care where children are present.

The Cintiq has been specifically designed for use when mounted on the Cintiq display stand. However, some specialized applications (such as the use of a VESA mounting fixture) may require removal of the pen display from the stand. If it becomes necessary to remove the pen display from the stand, see the appropriate instructions in the Cintiq user's manual.

If the LCD screen has been damaged, DO NOT touch any liquid that may be leaking from it; this liquid is an irritant. In case of contact with skin, eyes, or mouth, rinse immediately with running water for at least 15 minutes. If contact is made with the eyes or mouth, consult a physician.

Choking hazard. Prevent children from swallowing the pen tip or side switch. The pen tip or side switch may accidentally be pulled out if children are biting on them. Prevent children from playing with any packing materials or wrapping, as a choking or suffocation hazard may exist.

Refrain from using the Cintiq during thunder or electrical storms. Disconnect the Cintiq also from the AC power source during such weather. Using the Cintiq during thunder or electrical storms may cause product malfunction, fire, or electrical shock.





CAUTION

Do not disassemble the Grip Pen. This may cause the device to malfunction. In this case, Wacom shall have no responsibility to repair or replace the Grip pen.

Do not strike hard objects with the pen, such as repeatedly tapping the pen against a desk surface. Doing so may cause damage to the pen.

Do not apply excessive pressure or stress to the pen tip, eraser, or side switch. This may cause premature failure or malfunction.

Only use a replacement pen tip (nib) specified for the pen by Wacom.

Do not scratch the display screen. Avoid placing sharp objects on the display screen surface.

Avoid intensive shock or vibration to the Cintiq, the Cintiq stand, or the Grip Pen. Hitting or dropping the Cintiq may damage the display screen or other components.

Do not put heavy objects on the pen display or push against it with a strong force; this may damage the display screen or break the Cintiq stand mechanism.

Do not place heavy articles on the pen display cabling, repeatedly bend the cables sharply, or apply heavy stress to the cable connectors; this may damage the Cintiq or cabling.

Do not store the pen display on a surface that would excessively bend or crimp the cable.

If your pen display has a coated surface, a worn pen nib that is sharp or angular may cause damage. Replace the pen tip if necessary.

Do not use any organic solvent (e.g. alcohol) or even mild detergent to clean the display screen. Use of these cleaners can damage the display screen. Damage of this kind is not covered by the manufacturer's warranty.

- Before cleaning, always disconnect the Cintiq from the AC power source.
- To clean the display screen, use an anti-static cloth or a slightly damp cloth. When cleaning, apply only a light amount of pressure to the display screen and do not make the surface wet.
- To clean the Cintiq casing, the Cintiq stand, or the Grip Pen, use a slightly dampened (with water) soft cloth.

Always disconnect the Cintiq from the AC power source if the Cintiq appears to be malfunctioning, has been damaged by a fall, or in some other manner.

Touching the same part of your body to the Cintiq (LCD panels and other areas) for extended periods of time may cause low temperature burns. Avoid touching the Cintiq with the same part of your body for extended periods of time.



Do not place metallic objects on the Cintiq when using the Cintiq. Doing so may cause malfunction or damage to the Cintiq.

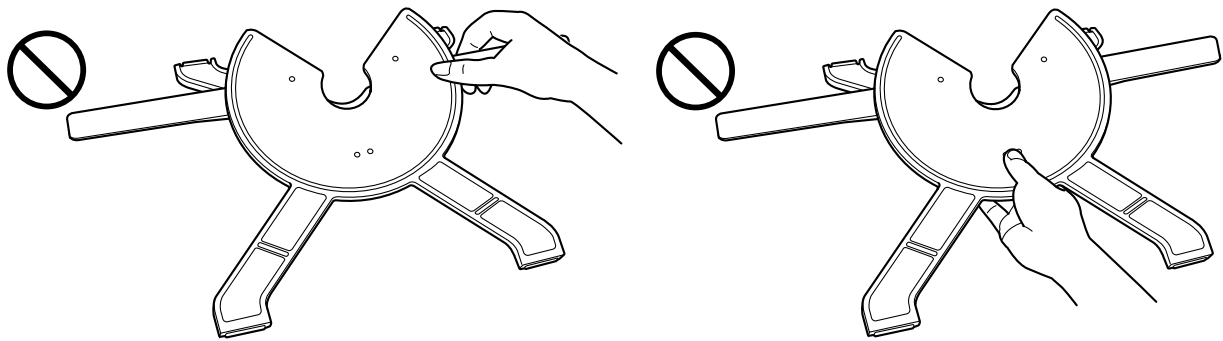
Placing other tablets or other devices near the Cintiq may affect the Cintiq's operation and cause malfunctions. If this happens, place the interfering devices to the side or further away from the Cintiq.

Move the pen stand periodically to another place on your work surface to avoid permanently discoloring or altering the appearance of the surface.

CAUTIONS FOR THE STAND

Pulling the incline adjustment lever (right lever) forward with the legs of the stand open causes the legs to close forcibly. If this happens, your hand or other parts of your body may be caught in the stand and injured.

When the legs are open, do not under any circumstances attempt to carry the stand by holding the right lever or underneath the discs.



Place the stand on a desktop or other sturdy surface.

Do not remove the foam block under the stand adjustment lever until instructed to do so.

Do not operate the display stand adjustment levers when the Cintiq is not mounted on the stand, and do not lift the stand by the adjustment levers. The stand is spring-loaded and may cause physical injury or damage to the stand if released without the weight of the Cintiq on the stand.

Be careful to avoid catching your finger in the gap of the movable portion of the stand.

PRODUCT SPECIFICATIONS

GENERAL SPECIFICATIONS

Dimensions (W x H x D)	650 x 400 x 67.5 mm (± 0.5 mm) (excluding the stand)
Weight	13.5 kg (Main body: 6.7 kg, display stand: 6.8 kg)
Input voltage	12 V DC
Power consumption (with AC adapter)	45 W max. 0.5 W or less in sleep modes (USB non-connected) 0.5 W or less in OFF mode (USB non-connected)
Power management	VESA DPMS
USB hub	Integrated, USBv2.0 powered HUB with one external port, 500mA
Cover plate	AG etched glass (tempered glass)
Operating temperature and humidity	5°C to 40°C, humidity: 30% to 80% (non-condensing)
Storage temperature and humidity	-20°C to 60°C, humidity: 30% to 90% (non-condensing) (maximum storage humidity is 38% at a temperature of 60 degrees C, and maximum storage temperature is 42 degrees C at a humidity of 90%)



DISPLAY

Display panel	a-Si active matrix TFT LCD (h-IPS)
Screen size	21.5inch (495.6 x 292.2 mm)
Aspect ratio	16:9
Number of pixels	1920 x 1080
Input Video Connector	DVI-I (29-pin)
Input video signal	DVI 1.0 compliance Analog RGB
Supported resolution	1920 x 1080, 1680 x 1050, 1366 x 768, 1280 x 1024, 1024 x 768, 1280 x 800, 800 x 600, 640 x 480 pixels
White luminance uniformity	75% (min.)
Pixel pitch	0.2475 (H) x 0.2475 (V) mm (0.009 x 0.009 in)
Viewing angles at contrast ratio 10:1 > 10 (horizontal/vertical)	178° (89° / 89°) / 178° (89° / 89°) (typ.)
Display colors	16,777,216 colors
Contrast ratio	900:1 (typ.): 600:1 (min.)
Response time (Tr+Tf)	14 ms (typ.)
Luminance	210 cd/m ² (typ.), 200 cd/m ² (min.)
OSD manual control	Brightness, contrast, pitch, phase, vertical position, horizontal position, transparency, auto adjust, language, back light, menu position, reset, scaling, color temperature (9300K/6500K/5000K/ User/ Direct)
Plug and Play	DDC/CI
LCD quality	Each LCD panel is produced under very stringent quality standards. Production techniques cannot guarantee an absolutely perfect TFT display. Wacom does not allow any pixel to be always white. A small number of subpixels are allowed to show a wrong color for some parts of the color spectrum. This does not mean the display is defective.





PEN TABLET

Reading technology	Electro-magnetic resonance technology
Active area	479.2 x 271.3 mm
Resolution	200 lpmm (5080 lpi)
Accuracy	Center: +/- 0.5 mm Edge area 1 (20 mm from edge of display area): +/- 2.0 mm Edge area 2 (3 mm from edge of display area): +/- 4.0 mm
Pen tilt range	60 degrees (all pens)
Reading height	5 mm (0.2 in) or more, center
Maximum report rate	133 points/sec.
Pressure levels	2048 levels
Communication interface	USB

POWER ADAPTER

Input voltage	100 to 240 V AC, 50/60 Hz
Output voltage	12 V DC

MULTI-FINGER TOUCH

Technology type	Projected capacitive
Active Area	475.2 x 267.3 mm
Resolution	0.1 mm/point (254 lpi)
Accuracy	+/- 1 mm, center
Maximum report rate	100 point/sec.

GRIP PEN

Pressure levels	2048 levels
Pen tip travel	1.0 mm (0.04 in), max.
Eraser tip travel	2.0 mm (0.08 in), max.
Physical dimensions (L x D)	156.5 x 14.9 mm (6.17 x 0.59 in)
Weight	17 g (0.60 oz), approximate



DISPOSAL AND RECYCLING INFORMATION

EU ROHS

Wacom products comply with the European Union RoHS Directive 2002/95/EC (RoHS Directive).

TURKEY ROHS

Türkiye Cumhuriyeti: EEE Yönetmeliğine Uygundur

EU DISPOSAL INFORMATION (WEEE)



Reuse, recycling, and recovery. You are urged to recycle this product when replacing it with a newer product or when it has outlived its useful life by bringing it to an appropriate collection point for recyclable materials in your community or region.

By doing this, you can help improve the environment of your community as well as minimize the potential negative effects created should any hazardous substance

that may possibly be present within waste material reach the environment during the disposal process.

Within the European Union, users are required not to dispose of Waste Electrical and Electronic Equipment (WEEE) as unsorted municipal waste, according to the Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003, or the corresponding local laws of the Member States. Products for which this is applicable will be marked with the WEEE symbol shown at the beginning of this note unless this is not feasible because of the size or the function of the product. Wacom products are subject to the Directive 2002/96/EC and therefore you should always collect them separately and bring them to the appropriate collection point in your community or region.

HG-LAMP(S) INSIDE THIS PRODUCT CONTAIN MERCURY AND MUST BE RECYCLED OR DISPOSED OF ACCORDING TO LOCAL, STATE OR FEDERAL LAWS.

The DTH-2200 pen display has a backlight which contains mercury (HG). Be sure to dispose of it properly, and to manage any disposal of this unit in accordance with your local ordinances and laws.

UNITED STATES E-WASTE PROGRAM

Wacom Technology, as a manufacturer of electronic monitors, is subject to and fully compliant with eWaste legislation in various states. For more information on the collection sites and statewide eWaste recycling programs in the United States, please visit:

<http://www.wacom.com/eWaste>

or call 1-800-922-6613



REGULATORY STATEMENT

FCC NOTICE

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

You can determine whether the equipment is causing interference by disconnecting it from your computer. If the interference stops, it was probably caused by the equipment.

If the equipment does cause interference to radio or television reception, you may be able to correct the interference by using one or more of the following measures:

- Rotate the television or radio antenna until the interference stops.
- Move the equipment farther away from the television or radio.
- Plug the equipment and computer into an outlet that is on a different circuit from the television or radio.

If necessary, consult your Wacom dealer or an experienced radio/television technician for help.

Changes or modifications to this product not authorized by Wacom could void the FCC Certification and negate your authority to operate the product.

INDUSTRY CANADA (CANADA ONLY)

Industry Canada, Class B

"This Class (B) digital apparatus complies with Canadian ICES-003"





CE DECLARATION

The DTH-2200 interactive pen display has been tested and found to comply with the following harmonized European Norms:

- EN 50022:2010 Class B
 - EN 61000-3-2:2006/A1:2009/A2:2009
 - EN 61000-3-3:2008
- EN 50024:2010
 - IEC61000-4-2:2008
 - IEC61000-4-3:2010
 - IEC61000-4-4:2011 Ed.2
 - IEC61000-4-5:2005
 - IEC61000-4-6:2008
 - IEC61000-4-8:2009
 - IEC61000-4-11:2004

Based on the results of these tests, Wacom declares that the above mentioned devices conform to EMC Directive 2004/108/EC and to ErP Directive 2009/125/EC. The device must be installed and operated always in strict accordance with the instructions given in this handbook.

Any changes or modifications to this product that were not specifically authorized by Wacom will invalidate this declaration.





LICENSE AND WARRANTIES

TABLET DRIVER SOFTWARE END USER LICENSE AGREEMENT

(WORLDWIDE EXCEPT FOR EUROPE, AFRICA AND MIDDLE EAST)

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1. DEFINITIONS

- 1.1 "Documentation" means the user guides and manuals for installation and use of the Software.
- 1.2 "Product" means the Wacom Tablet hardware, with which the Software has been provided to You.
- 1.3 "Software" means the Tablet Driver software and Documentation provided to You with the Product, and any updates to either of the foregoing provided by Wacom to You under this Agreement.

2. SOFTWARE LICENSE

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2.5 No Support.

Wacom has no obligation to provide technical support, maintenance, upgrades, modifications or new releases under this Agreement.





3. WARRANTIES AND REMEDIES

3.1 Limited Warranties.

Wacom warrants that the Software, when used in accordance with the Documentation and the terms and conditions of this Agreement, will materially perform in accordance with the Documentation for a period of ninety (90) days from the date the Software is first installed or activated by You ("Warranty Period"). In the event that the Software does not comply with the foregoing warranty during such Warranty Period, then Wacom shall make commercially reasonable efforts to correct such non-compliance by repairing or replacing the Software at no additional charge to You. The Software is not fault tolerant and is not designed, permitted or intended for uses related to high risk activities. No oral or written information or advice provided by Wacom, its agents or any distributors or retailers of the Product will create any warranty or in any way increase the scope of the warranties expressly provided by Wacom under this Agreement. This paragraph states the entire liability and obligation of Wacom, and Your sole and exclusive remedy in the event that the Software does not comply with the foregoing warranty. Wacom does not warrant that: (a) the Software will meet Your requirements, (b) the Software will be compatible with or operate on the computer or other device on which You install it, or (c) defects in the Software will be corrected, or that the operation of the Software will be uninterrupted or error-free. This Agreement contains no warranties from Wacom for the Products, which are subject to Wacom's standard hardware warranty (if any) applicable thereto. Wacom will have no warranty obligations under this paragraph if such non-compliance is caused by unauthorized use of the Software, abuse, misuse, alteration, neglect or accidental damage of the Software or any repair or modification of the Software not performed by Wacom. Replacement or repair of Software does not extend its warranty period beyond the original Warranty Period.

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4. TERMINATION

This Agreement is effective until terminated. Additionally, Your rights and licenses under this Agreement will automatically terminate and cease to be effective, without any notice or action by Wacom, in the event that You fail to comply with any terms of this Agreement. Upon termination of this Agreement, You will cease all use of the Software and permanently delete and make unrecoverable the Software (including Your back-up copy and all Documentation) from Your computer or similar device on which it was installed. Upon any termination of this Agreement, Sections 1, 2.2, 2.4, 3.2, 4 and 5 will survive.

5. GENERAL TERMS

5.1 Law.

This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of Japan without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute may be tried solely in the Tokyo District Court, located in Japan, and Wacom and You each hereby irrevocably consent to the jurisdiction and venue of such court.

5.2 Limitation of Liability.

In no event will either party be liable for any and all indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages or if such damages are foreseeable. The parties acknowledge that the limitations of liability in this Section 5.2 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Wacom would not have entered into this Agreement. Wacom's pricing of the Products reflects this allocation of risk and the limitation of liability specified herein. Wacom's liability under this Agreement or in any way related to the Software shall not exceed the amounts actually paid by you for the Product. You are required to keep the invoice or any other documents which prove the amount you actually paid for the Product. Notwithstanding the above, nothing in this Agreement limits Wacom's liability to You to the extent arising out of any willful or grossly negligent misconduct on the part of Wacom.

5.3 Severability.

If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.





5.4 Compliance with Laws.

You will comply fully with all applicable laws and regulations, including export laws and local laws of the country or region in which You reside or use the Software. Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the applicable law.

5.5 Entire Agreement; General.

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and Wacom. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The waiver by either party of any default or breach of this Agreement may only be made in writing and will not constitute a waiver of any other or subsequent default or breach.





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- 1.3 "Software" means the Tablet Driver software and Documentation provided to You with the Product, and any updates to either of the foregoing provided by Wacom to You under this Agreement.

2. SOFTWARE LICENSE

2.1 Limited License.

Subject to the terms and conditions of this Agreement, Wacom hereby grants to You a limited, non-exclusive license to: (a) use and install a single copy of the Software, in machine readable form only, on a single computer or other similar device, solely in conjunction with the Product; (b) use the Documentation provided with the Software in support of Your authorized use of the Software; and (c) to make a single back-up copy of the Software, to be used solely for back-up purposes, provided that all trademark, copyright and other proprietary and restricted rights notices, legends and symbols included in the original version of the Software are reproduced on such back-up copy.





2.2 Restrictions.

You will not copy or use the Software (including the Documentation) except as expressly permitted by this Agreement, or for disaster recovery, program error verification, and back-up purposes. You will not modify, translate, distribute, create derivative works based on, pledge, relicense, sublicense, loan, rent or lease the Software or use the Software for third-party training, commercial time-sharing or service bureau use. You will not, and will not permit any third party to, reverse engineer, disassemble or decompile the Software, or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except as and to the extent expressly permitted by applicable law despite this restriction. You will not use the Software as a stand-alone software or in conjunction with third party products, but may use the Software only in conjunction with the Product. You will not remove or alter any trademark, copyright or other proprietary and restricted rights notices, legends and symbols appearing in or on the Software.

2.3 No Assignment; One Time Transfer.

You will not transfer, assign or delegate any of Your rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Wacom, which shall not be unreasonably withheld. However, You may make a one-time permanent transfer of all of Your rights under this Agreement to another party in connection with Your transfer of the Product if all of the following conditions have been met: (a) the transfer includes all components and parts of the Product, all printed materials, any other warranties applicable to the Product, and all of Your rights and obligations under this Agreement, (b) You do not retain any copies of the Software on any media or computer, and (c) the party receiving the Software reads, understands and agrees to accept the terms of this Agreement. Any transfer, assignment or delegation of any of Your rights or obligations under this Agreement in violation of this paragraph is void and of no effect.

2.4 Ownership.

Wacom and its licensors will retain all right, title and interest in and to the Software, including all patent, copyright, trademark, trade secret and any other intellectual property or industrial rights in and to the Software, and any improvements, updates and derivative works thereof. Wacom reserves all rights and interests in and to the Software. You do not acquire any other rights, express or implied, in the Software other than those rights expressly granted under this Agreement.

2.5 No Support.

Wacom has no obligation to provide technical support, maintenance, upgrades, modifications or new releases under this Agreement.





3. WARRANTIES AND REMEDIES

3.1 Limited Warranties.

Wacom warrants that the Software, when used in accordance with the Documentation and the terms and conditions of this Agreement, will materially perform in accordance with the Documentation for a period of two (2) years from the date the Software is first installed or activated by You ("Warranty Period"). In the event that the Software does not comply with the foregoing warranty during such Warranty Period, then Wacom shall correct such non-compliance by repairing or replacing the Software at no additional charge to You. If repairing or replacing the Software is impossible or disproportionate, or cannot be completed within reasonable time or inconvenience, You shall be entitled to either require appropriate reduction of any fees paid or have the Agreement rescinded. The Software is not fault tolerant and is not designed, permitted or intended for uses related to high risk activities. No Oral or written information or advice provided by Wacom, its agents or any distributors or retailers of the Product will create any warranty or in any way increase the scope of the warranties expressly provided by Wacom under this Agreement. This paragraph states the entire liability and obligation of Wacom, and Your sole and exclusive remedy in the event that the Software does not comply with the foregoing warranty. Wacom does not warrant that: (a) the Software will meet Your requirements, (b) the Software will be compatible with or operate on the computer or other device on which You install it, or (c) defects in the Software will be corrected, or that the operation of the Software will be uninterrupted or error-free. This Agreement contains no warranties from Wacom for the hardware components of the Products, which are subject to Wacom's standard hardware warranty (if any) applicable thereto. Wacom will have no warranty obligations under paragraph if such non-compliance is caused by unauthorized use of the Software, abuse, misuse, alteration, neglect or accidental damage of the Software or any repair or modification of the Software not performed by Wacom. Replacement or repair of Software does not extend its warranty period beyond the original Warranty Period.

3.2 Disclaimers.

Other than for the express warranties contained in this Agreement, WACOM MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WACOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IF YOU ARE A CONSUMER (A USER OF THE SOFTWARE FOR PERSONAL PURPOSES AND NOT FOR BUSINESS, TRADE OR PROFESSIONAL PURPOSES), THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU BASED ON THE APPLICABLE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE.



4. TERMINATION

This Agreement is effective until terminated. Additionally, Your rights and licenses under this Agreement will automatically terminate and cease to be effective, without any notice or action by Wacom, in the event that You fail to comply with any terms of this Agreement. Upon termination of this Agreement, You will cease all use of the Software and permanently delete and make unrecoverable the Software (including Your back-up copy and all Documentation) from Your computer or similar device on which it was installed. Upon any termination of this Agreement, Sections 1, 2.2, 2.4, 3.2, 4 and 5 will survive.

5. GENERAL TERMS

5.1 Law.

This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of Japan without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute may be tried solely in the Tokyo District Court, located in Japan, and Wacom and You each hereby irrevocably consent to the jurisdiction and venue of such courts.

5.2 Limitation of Liability.

In no event will either party be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages or if such damages are foreseeable. In no event will Wacom's liability for damages hereunder exceed the amounts actually paid by You for the Product. The parties acknowledge that the limitations of liability in this Section 5.2 and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Wacom would not have entered into this Agreement. Wacom's pricing of the Products reflects this allocation of risk and the limitation of liability specified herein. Notwithstanding the above, nothing in this Agreement limits Wacom's liability to You in the event of: (i) death or personal injury to the extent resulting directly from Wacom's negligence or that of its employees or agents; or (ii) any fraudulent act or omission of Wacom or that of its employees or agents; or (iii) to the extent arising out of any willful or grossly negligent misconduct on the part of Wacom.



5.3 Severability.

If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.

5.4 Compliance with Laws.

You will comply fully with all applicable laws and regulations, including export laws and local laws of the country or region in which You reside or use the Software. Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the applicable law.

5.5 Entire Agreement; General.

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and Wacom. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The waiver by either party of any default or breach of this Agreement may only be made in writing and will not constitute a waiver of any other or subsequent default or breach.



LIMITED WARRANTY (U.S.A. AND CANADA)

Wacom warrants the product, to the original consumer purchaser, except for the Software and consumable items such as the battery, pen cartridges, tablet surface sheet and nibs, to be free from defects in materials and workmanship under normal use and service for a period of two (2) years, from the date of original retail purchase, as evidenced by a copy of the receipt and registration with Wacom within 30 days of purchase.

The Software is licensed "as is." Wacom makes no warranty with respect to its quality or performance. Wacom cannot guarantee you uninterrupted service or the correction of any errors.

Upon discovery of a defect in the product, except in the Software, within the Warranty Period, you should contact Wacom Technical Support via telephone, email, or fax to obtain an RMA (Return Merchandise Authorization) number and instructions for shipping the product to a service location designated by Wacom. You should send the product, shipping charges prepaid, to the designated service location, accompanied by the return authorization number, your name, address and telephone number, proof of purchase date, and a description of the defect. Wacom will pay for return shipping by United Parcel Service or by an equivalent service as chosen by Wacom.

Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period; provided, however, that you are responsible for (i) the cost of transportation of the product to the designated service location and (ii) any loss or damage to the product resulting from such transportation.

Wacom shall have no responsibility to repair or replace the product if the failure of the product has resulted from accident, abuse, misuse, negligence, or unauthorized modification or repair, or if it has been handled or stored other than in accordance with Wacom's storage instructions.

Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product, shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON THIS PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.





WACOM LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF WACOM'S EXPRESS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In the event that any of the above limitations are held unenforceable, Wacom's liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim.

This Limited Warranty is governed by the laws of the United States of America and the state of Washington.

This Limited Warranty is valid for and only applies to products purchased and used inside the United States (and its territories or possessions) or Canada.

WARRANTY SERVICE

To obtain Warranty service within the U.S. or Canada contact:

Wacom Customer Care Center

Phone: 1.360.896.9833

Email Inquiry form: <http://www.wacom.com/productsupport/email.cfm>

Should you have any questions about this Agreement, or if you desire to contact Wacom for any reason, please contact in writing:

Wacom Technology Corporation

1311 SE Cardinal Court

Vancouver, Washington 98683

U.S.A.





LIMITED WARRANTY (CENTRAL AMERICA, SOUTH AMERICA AND THE CARIBBEAN)

Wacom warrants the product, to the original consumer purchaser, except for the Software and consumable items such as the battery, pen cartridges, tablet surface sheet and nibs, to be free from defects in materials and workmanship under normal use and service for a period of two (2) years, from the date of original retail purchase, as evidenced by a copy of the receipt and registration with Wacom within 30 days of purchase.

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Wacom's sole obligation and entire liability under this warranty shall be, at Wacom's option, either the repair or replacement of the defective product or parts thereof of which Wacom is notified during the Warranty Period; provided, however, that you are responsible for (i) the cost of transportation of the product to the designated service location and (ii) any loss or damage to the product resulting from such transportation.

Wacom shall have no responsibility to repair or replace the product if the failure of the product has resulted from accident, abuse, misuse, negligence, or unauthorized modification or repair, or if it has been handled or stored other than in accordance with Wacom's storage instructions.

Any descriptions, drawings, specifications, samples, models, bulletins, or similar material, used in connection with the sale of the product, shall not be construed as an express warranty that the product will conform or comply with your requirements.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO OTHER WARRANTIES MADE BY WACOM ON THIS PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WACOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.





WACOM LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF WACOM'S EXPRESS WARRANTY. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NEITHER WACOM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF WACOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In the event that any of the above limitations are held unenforceable, Wacom's liability for any damages to you or any party shall not exceed the purchase price you paid, regardless of the form of any claim.

This Limited Warranty is governed by the laws of the United States of America and the state of Washington.

This Limited Warranty is valid for and only applies to products purchased and used inside Central America, South America or the Caribbean.

WARRANTY SERVICE

To obtain Warranty service within Central America, South America or the Caribbean contact your local dealer or distributor.

Wacom Customer Care Center

Spanish: <http://www.wacom.com/sp/productsupport/email.cfm>

Portuguese: <http://www.wacom.com/pr/productsupport/email.cfm>

Should you have any questions about this Agreement, or if you desire to contact Wacom for any reason, please contact in writing:

Wacom Technology Corporation
1311 SE Cardinal Court
Vancouver, Washington 98683
U.S.A.





LIMITED WARRANTY (EUROPE, AFRICA AND MIDDLE EAST)

WACOM warrants to you, as the initial purchaser, (hereinafter referred to as "you" or "the customer") that the product hardware will remain free from defects in materials and workmanship under normal use and service for a warranty period of TWO (2) YEARS, and in case of the Cintiq products for a warranty period of THREE (3) YEARS, commencing from the purchase date and provided that the product was unused at the time of purchase. Defects in wear parts (e.g. pen nibs, tablet surfaces and batteries) resulting from normal wear and tear are exempt from the warranty. Furthermore, WACOM warrants that the data carriers delivered with the product are free from defects in materials and workmanship under normal use for a period of SIX (6) MONTHS from the date of purchase.

If during the applicable warranty period the product, excluding any software, is discovered to be defective, it should be returned immediately to the place of purchase in its original packaging together with your name, address, and telephone number, a description of the problem, and a copy of the original receipt. The customer shall be liable for any possible damage or loss of the product during transit to the place of purchase for this purpose.

WACOM's sole obligation and entire liability under this warranty shall be, at WACOM's option, either the repair or the replacement of the product or parts thereof that prove defective and that were returned within the applicable warranty period.

WACOM does not warrant to repair or replace the product if: (a) the damage to the product results from accident, misuse, improper use, negligence or unauthorised alteration or repair; (b) the product was not handled or stored according to the instructions provided by WACOM; (c) the damage resulted from normal wear and tear of product parts; or d) the serial number affixed by WACOM has been removed or rendered unintelligible.

Any descriptions, drawings, specifications, samples, models, notifications or similar material provided in connection with the purchase of the product cannot be taken as an explicit guarantee that the product corresponds to or fulfils your requirements.

The warranty guaranteed by law remains unaffected. You can claim defects of the product in accordance with the relevant legal provisions.





WACOM shall only be liable for itself and its vicarious agents if a material contractual obligation has been culpably breached in a manner jeopardising the purpose of the contract or the damage is due to intentional acts or omissions or gross negligence. A material contractual obligation is an obligation which is essential to the proper performance of the contract on which the other party will typically rely. In case that the culpable infringement of such a material contractual obligation is not due to intention or gross negligence, the liability of a party shall be limited to such damages being typical for the contract and which were reasonably foreseeable at the time of the closure of the contract. Where these Terms and Conditions preclude or limit liability, this also applies to the personal liability of the executive officers of the party concerned, its employees, agents and subcontractors. The provisions of the product liability law (Produkthaftungsgesetz) remain unaffected.

If, when a claim made under this warranty is checked, it emerges that it is outside the permitted time period or is not covered by the warranty or that the product is not defective, the customer will reimburse WACOM for associated costs.

This limited warranty shall apply if the registered office of the vendor is situated in the EU or Iceland, Norway, Jersey, Switzerland, Russia, the Ukraine, Croatia, Serbia, Tunisia, Turkey, Syria, Lebanon, Jordan, Israel, Egypt, the United Arab Emirates, Iran or South Africa.

This warranty is subject to German law. However, the applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. The city of Krefeld, Germany, is the sole place of jurisdiction for all claims arising from this contractual relationship and all disputes between the parties resulting from the formation, handling or termination of the contractual relationship, provided that the customer is a trader, a legal entity or fund under public law. The jurisdiction agreement shall also apply for customers who do not have a general place of jurisdiction in Germany. The jurisdiction agreement shall not apply if, due to legal provisions, a different sole place of jurisdiction must be established for the case. Furthermore, WACOM is authorised to file a lawsuit against the headquarters of the customer.

Should one of the provisions of this limited warranty be or become void, the validity of the other provisions shall not be affected, in full or in part. Should a provision be invalid, the legally permissible regulation most closely resembling the invalid regulation shall apply in its place. If you have any questions about this agreement, or would like to contact WACOM for another reason, please write to us at this address:

WACOM Europe GmbH
Europark Fichtenhain A9
47807 Krefeld
GERMANY

