



INTUOS[®]pro

Important Product Information

(Intuos Pro Touch PTH-451, PTH-651, PTH-851)

Precautions

Product Specifications

Disposal and Recycling Information

Regulatory Statement

License and Warranties



PRECAUTIONS

WARNING

Improperly setting up, using, or caring for this product can increase the risk of an accident or human injury. Keep small parts away from children and pets. They could remove and accidentally swallow parts such as the pen nibs, nib refills, or pen buttons.

Do not use the tablet in a facility control system that requires extremely high reliability. It may cause other electronic devices to malfunction, or other devices may cause the tablet to malfunction. Turn off your tablet in locations where electronic devices are not allowed. For example, turn it off during flights by unplugging it from your computer.

Do not disassemble or otherwise modify the tablet or pen. Such actions may cause heat generation, ignition, electrical shock, or other damage, including human injury. Disassembly of the product will void your warranty.

Avoid damaging the cables. Do not place heavy objects on them, repeatedly bend them sharply, or apply heavy stress to the cable connectors. Torn or otherwise damaged cables may increase the risk of product malfunction, electrical shock, or fire. If they are damaged, stop using the product and contact your local distributor or the Wacom customer support center for your region.

Do not expose this product to water or other liquids. Do not spill on the tablet or pen. It may cause product malfunction or electrical shock. If the product is exposed to water or other liquids: unplug the tablet USB cable from the computer, turn off your computer and unplug the power cord from the wall outlet. Stop using the product and contact your local distributor or the Wacom customer support center for your region.

Do not insert foreign material into the USB plug end or any other opening of this product. If a metal object or foreign material is inserted into the USB plug or other opening of this product, it may cause the product to malfunction or burn out, or cause electrical shock.

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

Do not use or store this product under the following conditions:

- Places where temperature changes are severe or exceed specifications (e.g. outdoors or inside a vehicle).
- Dusty areas.

Refrain from using this product during thunder or electrical storms. Such use may cause product malfunction, fire, or electrical shock.

- Keep this product and the battery out of reach of small children. They may accidentally swallow the small pieces.
- Do not expose the tablet or any of the components of the wireless accessory kit to water or other liquids. Take care to never spill liquids on these products. Exposure to liquids may cause product malfunction or electrical shock. If the tablet and/or the wireless components get wet, remove the battery from the tablet, stop using it and contact your local distributor or the regional Wacom customer support center.
- Do not insert foreign materials into the USB port or any other opening of this tablet. It may cause the product to malfunction or burn out, and may cause electrical shock.

CAUTION

Do not place or use this product on an unstable surface or workspace, for example, a shaky, inclined or vibrating surface.

When cleaning your tablet, turn it off by unplugging the tablet USB cable from the computer. Electrical shock may occur if you attempt to clean this product when it is connected to your computer.

Other precautions:

- Do not place metal objects on the tablet when it is in use. They may cause interference, improper operation, or product malfunction.
- Avoid damaging your tablet. Replace your pen nib when it becomes worn or sharp.
- Do not use a distorted or bent pen nib with the pen; a pen in this condition may cause the pen to operate improperly and scratch your tablet. Therefore, avoid pressing too hard when using the pen and bending or distorting the nib.
- Do not push hard on the pen tip, eraser, or buttons. This may shorten the pen tip life or cause the pen to malfunction.
- Use pen nibs designed by Wacom. Using a pen nib from another manufacturer may cause the pen to malfunction.
- Do not use excessive force when inserting or removing the pen from the pen stand.
- Do not store the pen so that the pen tip, buttons, or eraser are continually depressed.
- Move the pen stand periodically to another place on your work surface to avoid permanently discoloring or altering the appearance of the surface.
- The use of wireless devices is regulated in most countries. If you travel with your wireless tablet, check with the appropriate regulatory authority for any restrictions that may apply to your product in the countries that you go to.



- Products using wireless signals may interfere with the equipment on commercial aircraft, and regulations require that all wireless devices be turned off when traveling in an airplane. Turn off the tablet wireless signal by pushing the power button on the side of the tablet wireless module (the battery status light will be off) and do not turn it on during takeoff, transit, or landing.
- Do not use wireless devices in a facility control system or any other environment that requires extremely high reliability, or where the use of a wireless device may cause interference. The wireless tablet may interfere with or cause other electronic devices to malfunction, or other wireless devices may interfere with or cause the tablet to malfunction. Where use of wireless products is prohibited, turn off the tablet wireless signal by pushing the power button on the side of the tablet wireless module to prevent the possibility of it interfering with or causing other electronic devices to malfunction. Wacom does not accept any liability for direct or consequential damages. For details, please refer to your Warranty.

- Do not use a battery that is visibly damaged. It could rupture, generate heat or catch on fire.
- Only use a Wacom battery specified for your product.
- If the product becomes excessively warm or emits an unusual smell while the battery is charging, immediately disconnect the USB cable, turn the power off by pushing the button on the side of the tablet and remove the battery. Contact your regional Wacom Technical Support for assistance.
- Properly recycle the battery in accordance with the battery manufacturer recommendations, and follow any applicable warnings.
- When transporting the battery, do not carry it loosely in your pocket or in any container that may contain metal objects. If transported improperly and metal objects come in contact with the battery terminals, the battery could short, causing personal injury or fire. It is recommended that you cover the terminals with adhesive tape to insulate them from possible contact with metal objects.
- If the battery should leak, do not touch, swallow, or get the fluid in your eye. Do not breathe in the dust or vapors. If skin contact occurs, wash the affected area immediately with soap and water. If swallowed, seek medical attention immediately. If battery fluid enters an eye, do not rub the eye. Immediately rinse the affected eye with copious amounts of water for at least 15 minutes and seek medical attention. If inhalation occurs, move to fresh air and seek medical attention if necessary.
- If you travel with your product, check with the appropriate regulatory authority for any air or travel restrictions that may apply to Lithium-Ion batteries.
- If a battery fire should occur, extinguish using a dry chemical extinguisher or water.
- Please recycle batteries in accordance with the manufacturer recommendation, following all local laws and regulations.

SAFETY PRECAUTIONS FOR RECHARGEABLE BATTERY

- Do not abuse the battery in any manner. Puncturing, crushing, heating, exposure to water or fire, disassembly, shorting the terminals, or other types of abuse may cause the battery to explode or ignite, and potentially cause a fire or personal injury.
- Replace the battery immediately if dropped. Even though there is no visible damage, it can be damaged internally. If a dropped battery is installed in a tablet, it may leak or short, damaging the product.

PRODUCT SPECIFICATIONS

GENERAL SPECIFICATIONS

Communication interface	USB
Connector	USB Type A (PC) to mini B (Tablet)
Cable length	2.0 m (6.6 ft)
Power requirements	DC 5V from USB Port with 500 mA capacity. (Self-powered USB hub or PC USB port)
Operating temperature	5 to 40 degrees C (41 to 104 degrees F)
Storage temperature	-20 to + 60 degrees C (-4 to 140 degrees F)
Operating relative humidity	30% to 80% non-condensing
Storage relative humidity	30% to 90% non-condensing

GENERAL SPECIFICATIONS, PEN

Pen Technology	Electro-magnetic resonance technology
Pen Active Area Aspect Ratio	16:10
Coordinate Resolution	200 lines per mm (5080 lines per inch)
Coordinate Accuracy	Grip Pen (KP-501E) : +/-0.25 mm (0.010 in) Mouse (KC-100, Option HW) : +/-0.50 mm (0.020 in) Lens Cursor (KC-210, Option HW for PTH-851) : +/-0.15 mm (0.006 in)
Tilt range (all pens)	+/-60 degrees (+/-50 degrees on Intuos Pro Touch Small, PTH-451)
Readable Height	10 mm (0.39 in)

GENERAL SPECIFICATIONS, MULTI-FINGER TOUCH

Maximum Number of Fingers Detected	10 fingers
Gesture Support	2 to 5 finger gestures
Touch Technology	Wacom

INTUOS PRO TOUCH S TABLET (PTH-451)

Multi-finger Touch	Supported	
ExpressKeys	6 customizable capacitive keys	
Multi-function Touch Ring	Supported	
Wacom wireless kit support	Supported. RF technology	
Physical size (W x D x H)	320.1 x 207.8 x 11.5 mm (12.6 x 8.18 x 0.45 in)	
Weight	660 g (23.3 oz)	
Pen Active Area (W x D)	157.48 x 98.43 mm (6.2 x 3.9 in)	
Touch Active Area (W x D)	157.48 x 98.43 mm (6.2 x 3.9 in)	
Power Consumption (With Wacom Wireless Accessory Kit)	Normal use	: 80 mA
	Stand by	: 56 mA
	Sleep	: 1.8 mA
	Charging	: 396 mA

INTUOS PRO TOUCH M TABLET (PTH-651)

Multi-finger Touch Surface	Supported	
ExpressKeys	8 customizable capacitive keys	
Multi-function Touch Ring	Supported	
Wacom wireless kit support	Supported. RF technology	
Physical size (W x D x H)	379.9 x 251.4 x 11.5 mm (14.96 x 9.89 x 0.45 in) (PTH-651/K)	
	379.9 x 251.2 x 11.5 mm (14.96 x 9.88 x 0.45 in) (PTH-651/S)	
Weight	990 g (34.9 oz)	
Pen Active Area (W x D)	223.52 x 139.70 mm (8.8 x 5.5 in)	
Touch Active Area (W x D)	223.52 x 139.70 mm (8.8 x 5.5 in)	
Power Consumption (With Wacom Wireless Accessory Kit)	Normal use	: 82 mA
	Stand by	: 68 mA
	Sleep	: 1.8 mA
	Charging	: 399 mA

INTUOS PRO TOUCH L TABLET (PTH-851)

Multi-finger Touch Surface	Supported	
ExpressKey	8 customizable capacitive keys	
Multi-function Touch Ring	Supported	
Wacom wireless kit support	Supported. RF technology	
Physical size (W x D x H)	487.0 x 317.7 x 12 mm (19.17 x 12.51 x 0.47 in)	
Weight	1800 g (63.5 oz)	
Pen Active Area (W x D)	325.12 x 203.2 mm (12.8 x 8.0 in)	
Touch Active Area (W x D)	298.58 x 189.51 mm (11.8 x 7.5 in)	
Power Consumption (With Wacom Wireless Accessory Kit)	Normal use	: 83 mA
	Stand by	: 68 mA
	Sleep	: 1.8 mA
	Charging	: 400 mA

WACOM GRIP PEN (KP-501E)

Pressure levels	2048 levels
Physical size (L x D)	156.5 x 14.9 mm (6.17 x 0.59 in)
Weight	17 g (0.63 oz)

WIRELESS MODULE (INF-A068)

Physical size (W x H x D)	27.2 x 25.5 x 6 mm (1.07 x 1.00 x 0.24 in) (approximate)
Weight	3 g (approximate)
Frequency band	RF 2.4 GHz ISM
Nominal communication distance	10 m (approximate, with no interference)
Operating temperature	5 to 40 degrees C (41 to 104 degrees F)
Storage temperature	-20 to +60 degrees C (-4 to 140 degrees F)
Operating relative humidity	30 % to 80 % non-condensing
Storage relative humidity	30 % to 90 % non-condensing

WIRELESS RECEIVER (INF-A069)

Physical size (W x H x D)	19.9 x 15.0 x 6 mm (0.78 x 0.59 x 0.24 in) (approximate)
Weight	2 g (approximate)
Frequency band	RF 2.4 GHz ISM
Connector	USB Type A
Nominal communication distance	10 m (approximate, with no interference)
Operating temperature	5 to 40 degrees C (41 to 104 degrees F)
Storage temperature	-20 to +60 degrees C (-4 to 140 degrees F)
Operating relative humidity	30 % to 80 % non-condensing
Storage relative humidity	30 % to 90 % non-condensing

RECHARGEABLE BATTERY (1UF553450Z-WCM)

Physical size (W x H x D)	33.9 x 54.6 x 6.1 mm (1.33 x 2.15 x 0.24 in) (approximate)
Weight	23 g (approximate)
Battery	Li-ion battery, 3.7 V, 1150 mAh (Typ.)
Charging time	6 h (typical)
Continuous operation time	PTH-451: 12 hours PTH-651: 12 hours PTH-851: 12 hours
Operating temperature	5 to 40 degrees C (41 to 104 degrees F)
Battery charging temperature	5 to 35 degrees C (41 to 95 degrees F)
Storage temperature	-20 to +60 degrees C (-4 to 140 degrees F)
Storage temperature for long period of time	up to 1 month :-20 to +50 degrees C (-4 to 122 degrees F) up to 3 month :-20 to +40 degrees C (-4 to 104 degrees F) up to 1 year :-20 to +20 degrees C (-4 to 68 degrees F)
Operating relative humidity	30 % to 80 % non-condensing
Storage relative humidity	30 % to 90 % non-condensing

WACOM PRO PEN (KP-503E)

Pressure levels	2048 levels
Physical size (L x D)	157 x 14.9 mm
Weight	16 g, approximately

INTUOS MOUSE (KC-100)

Physical size (L x D x H)	102.9 x 61.8 x 38.6 mm (4.05 x 2.43 x 1.52 in)
Weight	83 g (2.9 oz)

WACOM AIRBRUSH (KP-400E)

Finger wheel resolution	1024 levels
Pressure levels	2048 levels
Physical size (L x W x D)	162.5 x 17.5 x 32.5 mm (6.40 x 0.69 x 1.28 in)
Weight	23 g (0.81oz)

WACOM INKING PEN (KP-130)

Pressure levels	2048 levels
Physical size (L x D)	151.5 x 12.5 mm (5.97 x 0.49 in)
Weight	12 g (0.42 oz)

WACOM ART PEN (KP-701E)

Pressure levels	2048 levels
Barrel rotation	360 degrees
Physical size (L x D)	156.3 x 15.9 mm (6.15 x 0.63 in)
Weight	20 g (0.7 oz)

WACOM CLASSIC PEN (KP-300E)

Pressure levels	2048 levels
Physical size (L x D)	150.7 x 12.2 mm (5.94 x 0.48 in)
Weight	12 g (0.42 oz)

INTUOS LENS CURSOR (KC-210)

Physical size (L x D x H)	159 x 66 x 33.8 mm (6.26 x 2.60 x 1.33 in)
Weight	75 g (2.65 oz)

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

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.

FOR CUSTOMERS IN THE U.S.A AND CANADA RECYCLING LITHIUM-ION (LI-ION) BATTERIES



You can help preserve our environment by returning your used rechargeable batteries to the collection and recycling location nearest you.

For more information regarding recycling rechargeable batteries call toll free 1-800-822-8837, or visit <http://www.rbc.org/>, <http://www.wacom.com/ewaste>

Caution: Do not handle damaged or leaking Li-Ion battery.

EU BATTERY DISPOSAL INFORMATION



You are urged to properly dispose of any waste battery or accumulator 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 minimise the potential negative effects created for the environment and human health, should any of the substances used in batteries and accumulators reach the environment during the disposal process.

Within the European Union, items identified by the above symbol shall not be treated as unsorted municipal waste, according to the Directive 2006/66/EC of the European Parliament and of the Council of the 6 September 2006, or the corresponding local laws of the Member States. Batteries and accumulators for which this is applicable will be marked with the symbol shown at the beginning of this note unless this is not feasible because of the size or the function of the product. Batteries used in the Wacom products are subject to the Directive 2006/66/EC and therefore you should always collect them separately and bring them to the appropriate collection point in your community or region.

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.

FCC RF Radiation Exposure Statement:

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. End users must follow the specific operating instructions for satisfying RF exposure compliance. This equipment must not be co-located or operating in conjunction with any other antenna or transmitter.

INDUSTRY CANADA (CANADA ONLY)

Industry Canada, Class B:

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

Industry Canada RSS-210:

Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

CE DECLARATION

The Wacom product(s), (Intuos Pro, models, PTH-451, PTH-651 and PTH-851) conform(s) to the following directive(s):

EMC Directive 2004/108/EC

The European harmonized norms and tests used to evaluate the product(s) for this declaration are referable on the Wacom website (<http://www.wacom.eu/certificates>). Based on the results of those tests, Wacom indicates this conformity by the CE-sign on the above mentioned product(s).

The product(s) must be installed and operated always in accordance with the instructions given in this Important Product Information document (this document) and the user's manual.

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

IDA (INFOCOMM DEVELOPMENT AUTHORITY OF SINGAPORE)

The Wireless module and the Wireless receiver, models INF-A068 and INF-A069 has been tested and found to comply with IDA standards.

Complies with
IDA Standards
DB102850

NOTICE FOR USERS IN UAE (UNITED ARAB EMIRATES)

This equipment has been registered with the telecommunications regulatory authority for use in the UAE.

Model number: INF-A068x
TRA Registered No. ER0070172/11
Dealer No. DA0070076/11

Model number: INF-A069
TRA Registered No. ER0070176/11
Dealer No. DA0070076/11

LICENSE AND WARRANTIES

TABLET DRIVER SOFTWARE END USER LICENSE AGREEMENT

(WORLDWIDE EXCEPT FOR EUROPE, AFRICA AND MIDDLE EAST)

This End User License Agreement (this "Agreement") is between you (both the individual installing the Software and any single legal entity on behalf of which such individual is acting) ("You" or "Your") and Wacom Co. Ltd, 2-510-1 Toyonodai, Kazo-shi, Saitama 349-1148, Japan ("Wacom").

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I ACCEPT" BUTTON OR USING OR INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT HAVE THE RIGHT TO USE OR ACCESS THE SOFTWARE.

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

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) 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. 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 to the extent expressly permitted by applicable law. You will not use the Software as a stand-alone software or in conjunction with third party products; it may be used 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 conjunction 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 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.

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 OF THIRD PARTIES' RIGHTS, 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 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.

TABLET DRIVER SOFTWARE END USER LICENSE AGREEMENT

(EUROPE, MIDDLE EAST AND AFRICA)

This End User License Agreement (this "Agreement") is between you (both the individual installing the Software and any single legal entity on behalf of which such individual is acting) ("You" or "Your") and Wacom Co. Ltd, 2-510-1 Toyonodai, Kazo-shi, Saitama 349-1148, Japan ("Wacom").

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "I ACCEPT" BUTTON OR USING OR INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE "I DO NOT ACCEPT" BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT HAVE THE RIGHT TO USE OR ACCESS THE SOFTWARE.

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

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; it may be used 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 court.

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://wacom.us/en/contact-support>

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://wacom.us/es/contact-support>

Portuguese: <http://wacom.us/pt/contact-support>

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 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

Important Product Information
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Wacom reserves the right to revise this publication without obligation to provide notification of such changes.

Wacom does its best to provide current and accurate information in this manual. However, Wacom reserves the right to change any specifications and product configurations at its discretion, without prior notice and without obligation to include such changes in this manual.

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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