

IMPORTANT NOTICE - These terms and conditions directly affect your rights, obligations and remedies as an end-user of Planar products. As used here, “end-user” means use of the products for your personal use only and excludes resale, rental or transfer of any kind. Please read and understand your rights. Use of the Planar product will be considered acceptance of this warranty and acceptance of the end user license terms for any included software.

## **Planar® PA All-in-One Touchscreen Computer** **3-Year Warranty**

### **Warranty Period**

All Planar PA All-in-One Touchscreen Computer products (“Products”) feature a 3-year limited hardware warranty; this warranty period begins on the date of Planar’s initial shipment of the Product. For Products located within the 48 contiguous United States, Planar offers a 2-day Advance Replacement option; for Products located in other locations, Planar offers a “return and replace” option.

This warranty does not cover any accessories that may be provided with the Product, including but not limited to cables and any other peripherals. (Such accessories are warranted for ninety (90) days after Planar’s initial shipment of the Product; see the Accessory Warranty at [www.planar.com/support](http://www.planar.com/support).)

### **Limited Hardware Warranty**

Planar warrants its PA All-in-One Touchscreen Computer product to be free from defects in material and workmanship during the warranty period noted above. If, in Planar’s determination, a Product proves to be defective in material or workmanship during the warranty period, Planar will, at its sole option, either (1) repair the Product or replace it with a similar new or refurbished Product per one of the options below, or (2) in the event that replacement or repair of the Product is not commercially feasible, refund a pro-rata share of the then current MSRP of the Product (or a similar product if the Product is no longer available) as determined by the amount of time remaining in the warranty period. MSRP is defined as the most recent price listed at [www.planaronline.com](http://www.planaronline.com).

### **Who the Warranty Protects**

This warranty is valid only for the first end user purchaser and excludes resale, rental, lease or transfer of any kind. You may be required to provide evidence of proof of purchase.

### **Planar’s Advance Replacement Option (within the 48 contiguous United States)**

Upon discovering a problem with the Product, contact Planar’s customer service Monday through Friday toll-free at 1-866-PLANAR-1 (1-866-752-6271), or by online chat. See [www.planar.com/support](http://www.planar.com/support) for details. You must have the model number, serial number and original proof-of-purchase available. Planar’s Customer Service staff will attempt to correct any minor issues that might be causing the problem via phone or email. If this fails to resolve the problem, a return material authorization (RMA) number will be issued.

If the defective Product is reported to Planar within the 3-year warranty period, and a valid credit card is provided to ensure return of the defective product, Planar will ship you an Advance Replacement Product (no accessories included). Depending on your location, it may take more than 2 days for the replacement to arrive.

Planar must receive the defective Product in otherwise good condition within 14 days following the delivery of the Advance Replacement Product to you. If the defective Product is not received by Planar within the 14-day timeframe, or if the warranty is voided due to any applicable Warranty Exclusion (see below), your credit card will be charged for the current MSRP of the Product.

- 1) The Advance Replacement Product will have only the basic operating system installed. In no event will Planar be responsible for any information, software, files or data of any kind (collectively, "Information") that is on the defective Product when Planar receives the return. Therefore, before returning a defective Product, you must backup and delete all such Information from the defective Product that you want to keep and transfer it to the Advance Replacement Product. **Planar is not responsible for Information on the returned Product and assumes no liability for loss, corruption or misuse of any Information before, during or after a warranty claim is made.**
- 2) Return the defective Product in the box in which the Advance Replacement Product was shipped to you, using the same packing materials.
- 3) Return only the defective Product. Planar will not be responsible for returning or replacing any accessories or peripherals that are returned with the defective Product.
- 4) Verify that the serial number on the RMA return label matches the serial number of the defective Product being returned. Attach the prepaid RMA return label that was included with the Advance Replacement Product.
- 5) Call the shipping pick-up number provided with the Advance Replacement Product for package pick-up, or drop it at the local UPS location. For door-to-door pickup, UPS may charge a pickup fee for which you are responsible. You are responsible for any shipping costs incurred when returning the defective Product by any other method than UPS ground.

### **Planar's Return and Replace Option** (outside the 48 contiguous United States)

- 1) If you are unable or unwilling to provide a valid credit card to use the Advance Replacement option, or if you are located outside of the 48 contiguous states, Planar will provide "Return and Replace" service.
- 2) The replacement Product will have only the basic operating system installed. In no event will Planar be responsible for any information, software, files, or data of any kind (collectively, "Information") that is on the defective Product when Planar receives the return. Therefore, before returning a defective Product, you must back up and delete all such Information from the defective Product that you want to keep. **Planar is not responsible for Information on the returned Product and assumes no liability for loss, corruption or misuse of any Information before, during or after a warranty claim is made.**
- 3) Return the defective Product with sufficient packing materials to prevent damage during shipment. Planar will charge you an amount not to exceed the current MSRP for the Product for any damage to

the Product caused by shipping. Return only the defective Product. Planar will not be responsible for returning or replacing any accessories or peripherals that are returned with the defective Product.

- 4) You are responsible for any shipping costs incurred when returning the defective Product to Planar; Planar will pay for the shipment of the replacement Product to you.

### **Important Information for Returning Hardware**

- 1) Planar will not accept returned Product unless an RMA number has been previously issued by Planar.
- 2) If the defective Product is returned and deemed to be covered by one of the warranty exclusions, Planar reserves the right to charge your credit card an amount not to exceed the current MSRP for the Product.
- 3) If the Product is returned and is deemed to be a No Fault Found (NFF) unit, Planar reserves the right to charge your credit card in the amount of \$400.00.
- 4) It is your responsibility to properly package the defective Product and ship it to the address provided by the Customer Service representative with the RMA number prominently displayed. If the defective Product is not properly packaged and is damaged in transit during its return to Planar, your credit card will be charged for either the associated repair costs, if repairable, or the MSRP of a replacement Product.
- 5) The replacement Product will assume the remainder of your original Product's warranty or 90 days from Planar's return Product ship date, whichever is longer.
- 6) Upon receipt, you agree to retain the replacement Product and that your defective Product becomes the property of Planar.
- 7) It is your responsibility to remove Information, especially personal data, from the Product you are returning. **Any Information or personal data you leave on the product is at your own risk. Planar does not guarantee that Information or personal data will be kept confidential or will be erased before the Product is sent to another user.**

### **Warranty Exclusions**

The following conditions or circumstances are not covered under the terms of this limited hardware warranty for the Product set forth herein:

- 1) Delivery to P.O. Box, APO Box and FPO Box addresses.
- 2) Any Product on which the serial number has been defaced, modified or removed.
- 3) Replacement rental costs incurred by you in the event of Product failure.
- 4) Damage, deterioration or malfunction resulting from:
  - A) Accident, abuse, misuse, neglect, improper ventilation, fire, water, disaster, lightning, or other acts of nature, smoke exposure (cigarette or otherwise), unauthorized product modification

(including use of an unauthorized mount), or failure to follow instructions supplied with the Product.

- B) Repair or attempted repair by anyone not authorized by Planar.
  - C) Any damage to the Product due to shipment.
  - D) Removal or installation of the product.
  - E) Causes external to the product, such as electric power fluctuations or failure.
  - F) Use of supplies or parts not meeting Planar's specifications.
  - G) Normal wear and tear.
  - H) Defects caused by you, including but not limited to, scratched, cracked, defaced or altered plastics or glass.
  - I) Failure to follow maintenance procedures as outlined in the Product's user guide where a schedule is specified for regular cleaning of the Product.
  - J) Opening the Product, tampering with internal circuitry, and/or removing or replacing any internal components or parts.
  - K) Product that has been resold, transferred, rented, leased, lost, stolen or discarded.
  - L) Any other cause, which does not relate to a Product defect.
- 5) Any Product returned due to a software or accessory malfunction.
- 6) Removal, installation and set-up service charges.
- 7) Any software, including, but not limited to, the operating system.

### **No Software Warranty**

This limited hardware warranty does not apply to any software. All software is provided for your use subject to the applicable license agreement; title to software remains with the applicable licensor(s). Planar provides no software warranty.

### **No Implied Warranties**

PLANAR OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN. PLANAR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ASSURANCE MADE BY A PLANAR EMPLOYEE OR A PLANAR AUTHORIZED RESELLER THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY INCLUDED HEREIN.

## **Exclusion of Damages**

PLANAR'S TOTAL LIABILITY RELATED TO THE PRODUCT IS LIMITED TO ONE OF THE FOLLOWING REMEDIES, WHICH WILL BE CHOSEN IN THE SOLE DISCRETION OF PLANAR: (1) REPAIR OF THE DEFECTIVE PRODUCT OR REPLACEMENT WITH A SIMILAR NEW OR REFURBISHED PRODUCT OR (2) REFUND OF THE LESSER OF A PRO-RATA SHARE OF THE CURRENT MSRP AS DETERMINED BY THE REMAINDER OF THE WARRANTY PERIOD OR THE DEPRECIATED VALUE OF THE PRODUCT BASED ON THE MSRP IF REPLACEMENT OR REPAIR OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE IN PLANAR'S SOLE OPINION.

IN NO EVENT WILL PLANAR BE LIABLE FOR: DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT; DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF GOODWILL; ANY LOSS, CORRUPTION OR MISUSE OF INFORMATION (AS DEFINED ABOVE); INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR ANY OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL PLANAR BE LIABLE FOR ANY OTHER DAMAGES, WHETHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR OTHERWISE, INCLUDING ANY CLAIM BROUGHT AGAINST YOU BY ANY OTHER PARTY.

## **Effect of Local Law**

This warranty gives you specific legal rights, and you may have other rights, which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.