

# Clarity, a division of Planar Systems, Inc. ("Planar")

# Lamp-Based DLP Video Wall Products Standard Limited Warranty

## For Outside of North America

Congratulations on your purchase of a Planar Video Wall product! With proper installation, setup and care, you should enjoy many years of unparalleled image quality, reliability, and performance.

This Standard Limited Warranty is provided free of charge by Planar with the purchase of a covered Planar product. The following terms and conditions of the Planar Standard Limited Warranty represent a contract between us, Planar, and you, the customer who has purchased a Planar Lamp-Based DLP Video Wall product from a Planar distributor or dealer located outside of United States, Mexico, or Canada. This Standard Limited Warranty applies to purchases of covered Planar Lamp-Based DLP Video Wall products occurring on or after the effective date noted below. Planar reserves the right to change the terms of this warranty. Such changes shall apply to purchases of covered Planar products that occur on or after the future effective date.

#### Features:

- 2-year protection from defects in material and workmanship
- Advanced shipment of replacement part or product
- 90-day lamp warranty
- Access to 24x7 emergency phone support

#### Warranty Coverage

Planar warrants its products to be free from defects in material and workmanship during the warranty period provided below. If, in Planar's determination, a product proves to be defective in material or workmanship during the warranty period, Planar will replace the defective part with a similar new or like new part. If the issue cannot be resolved with a part replacement, Planar will replace the product with a similar new or like new product, or, if replacement of the part or product is determined by Planar to not be commercially feasible, Planar will refund a prorata share of the purchase price (calculated based on the remainder of the warranty period and the then-current MSRP¹ of a similar product). Defective lamps are defined as lamps that fail or drop below 50% of initial brightness within the warranty coverage period for lamps (see Length of Warranty section).

## Length of Warranty

All Planar Lamp-Based DLP Video Wall products are warranted for two (2) years from the date of shipment from Planar.

Page 1of 5 Effective Date: February 1, 2010 Planar Lamp-Based Video Wall Outside of North America Standard Limited Warranty +33 5 63 78 38 10 Document Number: 005-0052-00C

 $<sup>^{\</sup>rm I}$  MSRP is defined as the most recent product price listed on Planar's price list.



Lamps are warranted for ninety (90) days from the date of shipment from Planar.

All accessories, field replaceable units (FRUs), and Indisys integrated components which include, but are not limited to cables, remotes, power supplies, color wheels, and fans purchased <u>at the time of the initial product purchase</u> are warranted for two (2) years from the date of shipment from Planar.

All accessories, field replaceable units (FRUs), and Indisys integrated components which include, but are not limited to cables, remotes, power supplies, color wheels, and fans, purchased <u>after the initial product purchase</u> are warranted for ninety (90) days from the date of shipment from Planar.

#### **Eligibility**

This Standard Limited Warranty covers product purchased from a Planar dealer or distributor located outside of United States, Mexico, or Canada and is valid only for the first customer who purchased the covered product. The Planar dealer or distributor may contact Planar Technical Support on your behalf in the event of a product defect. This warranty is not transferable. You may be required to provide evidence of proof of purchase.

#### **Replacement Guidelines**

Planar's Video Wall products are designed to be easily serviceable by the customer. The majority of parts in each Video Wall product are built as modules that can be replaced quickly; these modules are called Field Replaceable Units (FRUs). It is often easier and more cost effective for customers to replace modules than to send the entire display back to Planar's factory for repair. If the issue cannot be resolved with a part replacement, Planar will replace the product with a similar new or like new product. In the event of a product defect, please follow the warranty replacement procedure below:

- 1. Contact Planar Technical Support via email or phone. Email addresses are: (France) <a href="mailto:emeats@planar.com">emeats@planar.com</a> or (U.S) <a href="mailto:ts@planar.com">ts@planar.com</a>. Technical support phone hotlines are: (France) +33 5 63 78 38 10 or (U.S) 1-866-PLANAR-1 (1-866-752-6271).
- 2. Provide the serial number, product model number, purchase date, description of the problem, and troubleshooting steps already attempted.
- 3. Planar Technical Support staff will attempt to correct any minor issues that might be causing the problem. If Planar is unable to resolve the problem through troubleshooting, a return material authorization (RMA) number will be issued for the defective part or product if it is determined that the claim was made within the coverage period of the Standard Limited Warranty and a replacement will be sent to the customer.
- 4. Planar will ship the replacement part or product via ground shipping (or the least expensive shipping method). Customer is responsible for excess charges for any other method of shipping that may be requested.
- 5. Upon receipt of the replacement part or product, customer should inspect the packaging and materials for shipping damage. Report all damage immediately to the carrier and/or Planar Service Representative.
- 6. Customer will have thirty (30) calendar days from the date of receipt of the Advance Replacement part or product to return the defective part or product to the Planar authorized return facility or Planar will invoice customer and customer shall pay Planar within thirty (30) calendar days from invoice date for the current market price of the Advance Replacement part or product. Planar reserves the right to refuse warranty service for a past due account. Customer shall:
  - a. Return the defective part or product in the box in which the Advance Replacement part or product was shipped. LCDs must be shipped on a pallet in a vertical position.
  - b. Return only the defective part or product. Planar will not be responsible for returning or

<sup>&</sup>lt;sup>1</sup> MSRP is defined as the most recent product price listed on Planar's price list.



- replacing any accessories (as mentioned in the Length of Warranty section) that are returned to Planar with the defective product.
- c. Return the part to the repair location specified by the Planar Service Representative. Clearly mark the RMA number on the shipping box. Verify that the RMA number on the shipping box matches the RMA number for the defective part being returned.
- d. Customer is responsible for all return shipping charges, which include but are not limited to freight charges, taxes, duties, and insurance.

#### Warranty Exclusions

This Standard Limited Warranty does not include or is limited by the following:

- 1. Products not purchased from an authorized Planar distributor or dealer.
- 2. Shipment delivery time and availability may vary based on origin and destination and Planar is unable to deliver to PO Box and FPO Box addresses.
- 3. Rental costs incurred by the customer in the event of product defect or failure.
- 4. Any product, on which the serial number has been defaced, modified or removed.
- 5. Labor and/or travel costs for repairs, adjustments to display settings, installation services, or other labor costs incurred by customer in the event of product defect or failure.
- 6. 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. Any labor associated with repair, or attempted repair, by anyone other than Planar.
  - C. Any damage to the product due to shipment.
  - D. Any damage during the 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. Customer caused defects, including but not limited to: cracked LCD, scratched LCD, blemished LCD (dark spot larger than 1/16 inch), or scratched/defaced/altered plastics.
  - I. Any damage or dissatisfaction associated with latent images, "burn-in," or any other damage determined by Planar to be the result of customer use patterns.
  - J. Failure to follow maintenance procedures as outlined in the product's user guide where a schedule is specified for regular maintenance of the product.
  - K. Any other cause, which does not relate to a product defect in material or workmanship.
  - L. Operating the display outside the suggested normal usage conditions stated in the User Guide.
  - M. Temporary Image Retention as a result of displaying a static image for long periods of time.
- 7. Any costs for on-site removal, installation, set-up, or other labor services.

#### Miscellaneous Return Issues

- 1. Planar will not accept returned product unless the RMA number that has been previously issued by Planar is shown on the outside of the box.
- 2. If the defective product is returned and determined to be excluded from warranty per any of the exclusions noted above, Planar reserves the right to charge the customer an amount not to exceed the Manufacturer's Standard Retail Price (MSRP¹).
- 3. If product is returned and is deemed to be a No Fault Found (NFF) unit, Planar reserves the right to charge customer's credit card for cost incurred by Planar.
- 4. It is the responsibility of the customer to properly package the defective product and ship it to the address provided by the Customer Service representative with the RMA number prominently displayed.

 $<sup>^{1}\,</sup>$  MSRP is defined as the most recent product price listed on Planar's price list.



- If the defective Product is not properly packaged by customer and is damaged in transit during its return to Planar, depending on method used, the customer may be charged for either the repair costs, if repairable, or the MSRP of a replacement product.
- 5. Replacement parts or product will assume the remainder of the original product's warranty or ninety (90) days, whichever is longer.
- 6. The customer agrees that they will retain the replacement part or product delivered by Planar and that the customer's returned defective part or product shall become the property of Planar.

For additional information or the name of the nearest Planar service center, contact your Planar distributor or call Planar at +33 5 63 78 38 10 or 1-866-PLANAR1 (1-866-752-6271) or email us at <a href="mailto:emai

#### Product Service Plans and Professional Service Options

Planar offers expanded service plans and professional service options for purchase by customer. Contact Planar for information at +33 5 63 78 38 10 or 1-866-PLANAR1 (1-866-752-6271) or email us at <a href="mailto:e

#### **Limitation of Implied Warranties**

PLANAR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED HEREIN. PLANAR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Exclusion of Damages**

PLANAR'S MAXIMUM AGGREGATE LIABILITY HEREUNDER IS LIMITED TO THE COST OF ONE OF THE FOLLOWING REMEDIES: (1) REPLACEMENT WITH A SIMILAR NEW OR LIKE NEW 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 IF REPLACEMENT OF THE PRODUCT IS NOT COMMERCIALLY FEASIBLE. THE REMEDY CHOSEN WILL BE IN GOOD FAITH AND AT THE DISCRETION OF PLANAR.

- PLANAR SHALL NOT BE LIABLE FOR DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECT IN THE PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 2. PLANAR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE DAMAGES OR ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
- 3. PLANAR SHALL NOT BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
- 4. PLANAR SHALL NOT BE LIABLE FOR ANY VERBAL WARRANTY ASSURANCES MADE BY A PLANAR EMPLOYEE OR A PLANAR AUTHORIZED RESELLER THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY INCLUDED HEREIN.

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# 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.

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