

# **3-YEAR WARRANTY** Planar CustomerFirst

**Important Notice -** These terms and conditions directly affect your rights, obligations and remedies as an end user of products from Leyard and Planar, A Leyard Company. As used here, "end user" means use of the products for your personal use only and excludes resale, rental, lease or transfer of any kind. Please read and understand your rights. Use of the Leyard and Planar product will be considered acceptance of this warranty and acceptance of the end user license terms for any included software.

Leyard and Planar LCD desktop monitors, open frame, touch screens and large format monitors in the following product families: Planar<sup>®</sup> LA Series, Planar<sup>®</sup> PL Series, Planar<sup>®</sup> PLL Series, Planar<sup>®</sup> PX Series, Planar<sup>®</sup> PX Series, Planar<sup>®</sup> PT Series, Planar<sup>®</sup> IX Series, and Planar<sup>®</sup> PS Series (the "Products"), feature a 3-year limited hardware warranty as set forth below. This warranty period begins on the date of Leyard and Planar's initial shipment of the Product.

# Eligibility

The Planar<sup>®</sup> CustomerFirst<sup>™</sup> 3-Year Warranty covers Products purchased from a Leyard and Planar dealer or distributor, is valid only for the first end user purchaser, and excludes resale, rental, lease or transfer of any kind by the end user. You may be required to provide evidence of proof of purchase. It does not cover any accessories that may be provided with the Products, or offered separately, including but not limited to cables and any other peripherals. (Accessories are warranted for 90 days after Leyard and Planar's initial shipment; see the Accessory Warranty at <u>www.planar.com/support</u>)

## **Limited Hardware Warranty**

Leyard and Planar warrant the Products to be free from defects in material and workmanship during the warranty period noted above. If, in Leyard and Planar's determination, a Product proves to be defective in material or workmanship during the warranty period, Leyard and 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 for 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 Product price listed at www.planaronline.com.

# **Replacement Options and Guidelines by End User Location**

If you are in the contiguous US (excludes Alaska, Hawaii and US Territories), see section A below. If you are outside the contiguous US, see section B below.

# A. "Advance Replacement" Claim Procedure for Products located within the contiguous United States:

Upon discovering a problem with the Product, contact Leyard and Planar Service and Support Team Monday through Friday toll-free at 1-866-PLANAR-1 (1-866-752-6271), or by online chat. See <a href="http://www.planar.com/support">www.planar.com/support</a> for details.

You must have the model number, serial number and original proof-of-purchase available. Leyard and 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 Leyard and Planar within the 3-year warranty period and a valid credit card is provided to ensure return of the defective product, Leyard and Planar will ship you an Advance Replacement Product (no accessories included). If a credit card is not available, please see "Return and Replace" Claim Procedure for Products not located in the contiguous United States section for other options. Depending on your location, it may take more than 2 days for the replacement to arrive.

Leyard and 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 Leyard and 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. Return the defective Product in the box in which the Advance Replacement Product was shipped to you, using the same packing materials.
- 2. Return only the defective Product. Leyard and Planar will not be responsible for returning or replacing any accessories or peripherals that are returned with the defective Product.
- 3. For displays 28" or smaller, call the shipping pick-up number provided with the Advance Replacement Product for package pick-up, or take to your local UPS drop-off location. For doorto-door pick-up, UPS may charge a pick-up fee for which you are responsible. You are responsible for any shipping costs incurred when returning the defective Product by any method other than UPS ground.
- 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. For displays 32" or larger, call Leyard and Planar Customer Service to schedule package pickup from Expeditors. You are responsible for any shipping costs incurred when returning the defective Product by any method other than Expeditors.

# B. "Return and Replace" Claim Procedure for Products not located in the 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 contiguous US, Leyard and Planar will provide "Return and Replace" service.
- 2. After receiving an RMA from Leyard and Planar Customer Service, return the defective Product with sufficient packing materials to prevent damage during shipment. Leyard and 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. Leyard and Planar will not be responsible for returning or replacing any accessories or peripherals that are returned with the defective Product.
- 3. You are responsible for any shipping costs incurred when returning the defective Product to Leyard and Planar; Leyard and Planar will pay for the shipment of the replacement Product to you.
- 4. A replacement unit will be shipped out to you once your defective unit is received.

#### Important Information When Returning Product From Any Location:

- 1. Leyard and Planar will not accept returned Product unless an RMA number has been previously issued by Leyard and Planar.
- 2. If the defective Product is returned and deemed to be covered by one of the warranty exclusions, Leyard and Planar reserve 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, Leyard and Planar reserve the right to charge your credit card in the amount of \$150.
- 4. It is your responsibility to properly package the defective Product and ship it to the address provided by a Leyard and Planar 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 Leyard and 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 Leyard and 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 Leyard and Planar.

## Warranty Exclusions

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

- 1. Product not purchased from Leyard and Planar or an authorized Leyard and Planar distributor or dealer.
- 2. Shipment delivery time and availability may vary based on origin and destination. Leyard and Planar are unable to deliver to PO Box and APO/FPO Box addresses.
- 3. Product on which the serial number has been defaced, modified or removed.
- 4. Product that has been resold, transferred, rented, leased, lost, stolen or discarded.
- 5. Rental costs for temporary replacement products.
- 6. Any third party software or accessory malfunction.
- 7. Labor or travel costs for installation, set-up, repair, adjustment to display settings, removal, reinstallation or other services.
- 8. Bright or dark sub pixels that are characteristic of LCD technology and are within Leyard and Planar's manufacturing specifications.
- 9. Damage, deterioration or malfunction resulting from:
  - a. Accident, abuse, misuse, neglect, improper ventilation & cooling, adverse environment (e.g., dust), fire, water, 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 Leyard and Planar.
  - c. Any damage to the Product during or due to shipment.
  - d. Any damage during the installation, removal, disassembly and reassembly of the Product by customer.
  - e. Causes external to the Product, such as electric power fluctuations or failure.
  - f. Use of supplies or parts not meeting Leyard and Planar's specifications.
  - g. Normal wear and tear.
  - h. Operating the display outside the suggested normal usage conditions stated in the User Guide. For Planar LA, PL, PLL, PX, PXL, PCT, PT, and IX Series, this means over 16 hours per day. The Planar PS Series is specified to run 24 hours per day, 7 days a week.
  - i. Customer-caused defects, including but not limited to scratched, cracked, defaced or altered plastics or glass.
  - j. Any damage or dissatisfaction associated with latent images, "burn-in" or any other damage determined by Leyard and Planar to be the result of customer use patterns.
  - k. Failure to follow maintenance procedures as outlined in the Product's User Guide where a schedule is specified for regular maintenance or cleaning of the Product.
  - I. Cosmetic sagging, non-uniformity, image retention, shortened lifespan or degraded optical performance as a result of using the display in an orientation different from the recommendations outlined in the Product's User Guide.

- m. Opening the Product, tampering with internal circuitry or removing or replacing any internal components or parts.
- n. Temporary image retention as a result of displaying a static image for long periods of time.
- o. Any other cause not related to a defect in material or workmanship.

For additional information or the name of the nearest Leyard and Planar Service Center, contact your Leyard and Planar dealer or call Leyard and Planar at 1-866-PLANAR-1 (1-866-752-6271) (toll free) or 1-503-748-5799, or email: <a href="mailto:support@planar.com">support@planar.com</a>.

# **Extended Warranty Options**

Contact Leyard and Planar for information on extended warranty options at our website: <a href="https://www.planar.com/support/services">www.planar.com/support/services</a>, call 1-866-PLANAR-1 (1-866-752-6271), or email <a href="https://www.planar.com/support/services">support/services</a>, call 1-866-PLANAR-1 (1-866-752-6271), or email <a href="https://www.planar.com/support/services">support/support/services</a>, call 1-866-PLANAR-1 (1-866-752-6271), or email <a href="https://www.planar.com/support/services">support/services</a>, call 1-866-PLANAR-1 (1-866-752-6271), or email <a href="https://www.planar.com/support/services">www.planar.com/support/services</a>, call 1-866-752-6271), or email <a href="https://www.planar.com/support/services">support/services</a>, call 1-866-752-6271), or email <a href="https://www.planar.com/support/services">support/services</a>, call 1-866-752-6271), or email <a href="https://www.planar.com/support.com/support.com/support/s

## **Exclusion of Other Warranties**

LEYARD AND PLANAR PROVIDE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. LEYARD AND PLANAR EXPRESSLY DISCLAIM AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LEYARD AND PLANAR WILL NOT BE LIABLE FOR ANY VERBAL OR WRITTEN WARRANTIES OR ASSURANCES MADE BY A LEYARD AND PLANAR EMPLOYEE OR AUTHORIZED DEALER/DISTRIBUTOR THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY IN THIS DOCUMENT.

#### Limitation of Liability; Exclusion of Damages

LEYARD AND PLANAR'S MAXIMUM AGGREGATE LIABILITY UNDER THIS WARRANTY IS LIMITED TO ONE OF THE FOLLOWING REMEDIES: (1) REPLACEMENT WITH A SIMILAR NEW OR REFURBISHED PRODUCT, OR (2) REFUND OF A PRORATED SHARE OF THE CURRENT MSRP AS DETERMINED BY THE REMAINDER OF THE WARRANTY PERIOD IF REPLACEMENT OF THE PRODUCT IS NOT COMMERCIALLY FEASIBLE IN LEYARD AND PLANAR'S SOLE OPINION.

LEYARD AND PLANAR WILL NOT BE LIABLE FOR DAMAGE TO OTHER PROPERTY OR FOR DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, ANY LOSS, CORRUPTION OR MISUSE OF DATA OR OTHER INFORMATION, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL OR FINANCIAL LOSS, EVEN IF LEYARD AND PLANAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

LEYARD AND PLANAR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ANY OTHER TYPE OF DAMAGES, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

LEYARD AND PLANAR WILL NOT BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

#### Effect of Local Law

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