



# STANDARD LIMITED WARRANTY

## 3-YEAR – LEYARD LED MULTITOUCH

**Important Notice** - These terms and conditions directly affect your rights, obligations and remedies as an end user of products from Leyard and Planar. 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.

Congratulations on your purchase of a Leyard® LED MultiTouch interactive LED video wall! With proper installation, setup and care, you should enjoy many years of unparalleled image quality, reliability and performance.

The following terms and conditions of the Standard Limited Warranty represent a contract between us, the manufacturer of the Leyard LED MultiTouch option (Planar Systems, Inc., Leyard American Corporation, Leyard Europe s.r.o. or the Leyard affiliate that sold the product; together, “Leyard and Planar”) and you, the customer who has purchased a Leyard and Planar LED video wall product directly from Leyard and Planar or from a Leyard and Planar authorized distributor or dealer.

This Standard Limited Warranty is provided free of charge with the purchase of a covered Leyard LED MultiTouch option and applies only to the Leyard LED MultiTouch option purchased on or after the effective date noted below. The LED video wall displays (Leyard® DirectLight®, Leyard® TWA Series and Leyard® TWS Series) are covered under the LED Products Standard Limited Warranty. Leyard and Planar reserve the right to change the terms of this warranty. Such changes will apply to covered Leyard and Planar products purchased on or after the effective date of the revised warranty.

### **Features:**

- 3-year protection from defects in material and workmanship
- Advanced shipment of replacement parts or products
- Access to 24x7 emergency phone support

### **Warranty Coverage**

Leyard and Planar warrants its products to be free from defects in material and workmanship during the warranty period provided below. If, in our determination, a product proves to be defective in material or workmanship during the warranty period, we will repair or replace the defective part with a similar new or refurbished part. If the issue is deemed a manufacturing defect, we will repair or replace the defective part at our discretion. If repair or replacement of the part or product is determined by us to not be commercially feasible, we will refund a prorated share of the purchase price (calculated based on the remainder of the warranty period and the then-current MSRP<sup>1</sup> of the same or a similar product).

Replacement of Leyard® Pliable LED Touch Surface™ (PLTS™) will also apply in cases covered under the LED Products Standard Limited Warranty. If a warranty event requires removal of the Leyard PLTS for access to the video wall surface for service or repair, Leyard and Planar will send a replacement Leyard PLTS.

### **Length of Warranty**

All Leyard LED MultiTouch options are warranted for three years from the date of shipment from Leyard and Planar.

<sup>1</sup> MSRP is defined as the most recent product price listed on Leyard and Planar's Price List.

All Accessories and Field Replaceable Units (FRUs), including but not limited to cables, remotes, power supplies and controller boards, purchased at the time of the initial product purchase are warranted for three years from the date of shipment from Leyard and Planar.

All accessories and FRUs purchased after the initial product purchase are warranted for 90 days from the date of shipment from Leyard and Planar.

## **Eligibility**

This Standard Limited Warranty covers product purchased from Leyard and Planar or a Leyard and Planar authorized dealer or distributor and is valid only for the original customer who purchased the covered option. The dealer or distributor may contact 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**

The Leyard LED MultiTouch option from Leyard and Planar is designed to be serviced only by authorized partners who have completed our product certification training or by Leyard and Planar technicians. Authorized partners and end-user customers, may contact Leyard and Planar in the event of a product defect:

1. Contact Technical Support via email or phone. Email addresses are: [ts@planar.com](mailto:ts@planar.com) (for customers in North America) or [emeats@planar.com](mailto:emeats@planar.com) (for customers outside North America). Technical support phone hotlines are: +1 866 752 6271 (North America) or +33 5 63 78 38 10 (outside North America).
2. Provide the product model number, project number if provided, purchase date, description of the problem and troubleshooting steps already attempted.
3. Technical Support will attempt to correct any minor issues that might be causing the problem. If we are unable to resolve the problem through troubleshooting and we confirm that the claim is being made during the warranty period, a return material authorization (RMA) number will be issued for the defective part or product and an Advance Replacement will be sent to the customer.
4. We 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 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 your Leyard and Planar Service Representative.
6. If applicable, Customer will have 30 days from the date of receipt of the Advance Replacement part or product to return the defective part or product to the authorized return facility. If it is not returned within this time, we will invoice customer and customer will pay the current market price of the Advance Replacement part or product within 30 days from the invoice date. We reserve the right to refuse warranty service for a past due account.
7. If applicable, Customer will:
  - a. Return the defective part or product in the box in which the Advance Replacement part or product was shipped.
  - b. Return only the defective part or product. We will not be responsible for returning or replacing any Accessories or other items returned with the defective product.
  - c. Return the part to the repair location specified by the 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, including but 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 Leyard and Planar or an authorized Leyard and Planar distributor or dealer.
2. Labor or travel costs for installation, set-up, repair, adjustment to display settings, removal, re-installation or other labor costs incurred by customer.
3. Shipment delivery time and availability may vary based on origin and destination. We are unable to deliver to PO Box and APO/FPO Box addresses.
4. Rental costs incurred by the customer.
5. Any product on which the serial number has been defaced, modified or removed.
6. Product that has been resold, transferred, rented, leased, lost, stolen or discarded.
7. Any software, including but not limited to the operating system.
8. Damage, deterioration or malfunction resulting from:
  - A. Accident, abuse, misuse, neglect, improper ventilation & cooling, 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 other than 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.
  - 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 not related to a defect in material or workmanship.
  - L. Operating the display outside the suggested normal usage conditions stated in the User Guide.
  - M. Software or accessory malfunction.

## **Miscellaneous Return Issues**

1. We will not accept returned product unless the RMA number previously issued by us is shown on the outside of the box.
2. If the defective product is returned and determined to be excluded from warranty under any of the exclusions listed above, we reserve the right to charge the customer an amount not to exceed the MSRP.
3. If product is returned and is determined to be a No Fault Found (NFF) unit, we reserve the right to invoice the customer for any costs incurred by Leyard and 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. If the defective Product is not properly packaged and is damaged in transit during its return to Leyard and Planar, 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 90 days from the date of shipment, whichever is longer.
6. Customer agrees to retain the replacement part or product delivered by Leyard and Planar and that the returned defective part or product becomes the property of Leyard and Planar.

For additional information or the name of the nearest Leyard and Planar service center, contact your Leyard and Planar distributor or call Leyard and Planar at +1 866 752 6271 or at +421 513 213 213, or email us at [ts@Planar.com](mailto:ts@Planar.com) or [emeats@planar.com](mailto:emeats@planar.com).

### **Expanded Product Service Plans and Professional Service Options**

Leyard and Planar offers expanded product service plans and professional service options for purchase by customer. Contact your Leyard and Planar sales representative or dealer for information.

### **Exclusion of Implied Warranties**

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

### **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 COMMERCIALY FEASIBLE IN LEYARD AND PLANAR'S SOLE OPINION.

1. 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.
2. 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.
3. LEYARD AND PLANAR WILL NOT BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
4. LEYARD AND PLANAR WILL NOT BE LIABLE FOR ANY VERBAL WARRANTIES OR ASSURANCES MADE BY A LEYARD AND PLANAR EMPLOYEE OR AUTHORIZED DEALER/DISTRIBUTOR THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY INCLUDED HEREIN.

### **Effect of Local Law**

This Standard Limited Warranty gives you specific legal rights, and you may have other rights that may 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.