



## 2-YEAR WARRANTY

### Planar Simplicity Series

**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.

The Planar® Simplicity™ Series (the “Product”), features a 2-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 Simplicity Series 2-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 [www.planar.com/support](http://www.planar.com/support)).

### 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 on Leyard and Planar’s price list.

### Replacement Guidelines

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 [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. 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. Leyard and 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 requested.

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 Leyard and Planar Service Representative.

Customer will have 14 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, Leyard and Planar will invoice customer and customer will pay the current market price of the replacement part or Product within 30 days from the invoice date. Leyard and Planar reserve the right to refuse warranty service for a past due account. Customer will:

- 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. Leyard and Planar 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 Leyard and 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, 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. 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 the Simplicity Series, this means over 16 hours per day.
  - 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.
  - l. 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 distributor or call Leyard and Planar at +1 866 752 6271, or email us at [planarsupport@planar.com](mailto:planarsupport@planar.com).

### **Miscellaneous Return Issues**

- A. Leyard and Planar will not accept returned Product unless the RMA number issued by Leyard and Planar is shown on the outside of the box.
- B. If the defective Product is returned and determined to be excluded from warranty under any of the exclusions listed above, Leyard and Planar reserve the right to charge the customer an amount not to exceed the MSRP.
- C. If Product is returned and is determined to be a No Fault Found (NFF) unit, Leyard and Planar reserve the right to invoice the customer for any costs incurred by Leyard and Planar.
- D. 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.
- E. 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.
- F. 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.

### **Extended Warranty Options**

Contact Leyard and Planar for information on extended warranty options at our website: [www.planar.com/support/services](http://www.planar.com/support/services), call 1-866-PLANAR-1 (1-866-752-6271), or email [resellersupport@planar.com](mailto:resellersupport@planar.com).

### **Exclusion of Other Warranties**

LEYARD AND PLANAR PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. LEYARD AND PLANAR EXPRESSLY DISCLAIMS 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 COMMERCIALY 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 ARE 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.