



# 90 DAY ACCESSORY LIMITED WARRANTY

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**Important Notice** - The following terms and conditions of our 90 Day Accessory Limited Warranty represent a contract between us, the manufacturer of the accessories (Leyard and Planar, A Leyard Company and you, the customer who purchased a Planar product directly from Planar or from a Planar authorized distributor or dealer. 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. This 90 Day Accessory Limited Warranty is provided free of charge with the purchase of a covered accessory; it applies to covered accessory products purchased on or after the effective date noted below. Planar reserves the right to change the terms of this warranty. Such changes will apply to covered Planar accessory products purchased on or after the effective date of the revised warranty.

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All Planar® Accessory products (Product) feature a 90 day limited warranty. Accessory is defined as any component external to a Planar product or any consumable for the product, but is required for operation of the product.

## **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 or repair the Product with a similar new or refurbished Product. If repair or replacement of the 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).

## **Length of Warranty**

Planar accessory products are warranted for 90 days. Warranty begins upon date of shipment of Product from Planar.

## **Who the Warranty Protects**

This warranty covers product purchased from Planar or a Planar authorized dealer or distributor and is only valid for the original customer who purchased the covered accessory product. This warranty is not transferable. Customer may be required to provide evidence of proof of purchase.

## **Warranty Exclusions**

This 90 Day Accessory Limited Warranty does not include or is limited by the following:

1. Planar is unable to deliver to PO Box, APO and FPO Box addresses.
2. Any Product, on which the serial label and/or part description has been defaced, modified or removed.
3. Rental costs incurred by Customer in the event of Product failure.
4. Damage, deterioration or malfunction resulting from:

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

- A. Accident, abuse, misuse, neglect, improper ventilation, fire, water, disaster, animal or plant infestation, 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. Expected lamp degradation and normal decrease in lamp output over a period of time or as the lamp is consumed.
  - I. Customer caused defects, including but not limited to, scratched/defaced/altered materials.
  - J. Failure to follow maintenance procedures as outlined in the Product's user guide where a schedule is specified for regular cleaning of the Product.
  - K. Any other cause, which does not relate to a Product defect.
5. Removal, installation, and set-up service charges.

### **Miscellaneous Return Issues**

Replacement accessories or lamps will assume the remainder of the original 90 day warranty or 30 days from the date of shipment from Planar, whichever is longer.

For additional information or the name of the nearest Planar service center, contact your Planar dealer or call Planar (toll free) at **1-866-PLANAR1 (1-866-752-6271)** (toll free) or at (1-503-748-5799) or email us at [Support@Planar.com](mailto:Support@Planar.com).

### **Replacement Guidelines**

Contact Planar's customer service at +1 866 752 6271 (toll free) or +1 503 748 5799. The Customer 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. If we are unable to resolve the problem through troubleshooting and it is within the 90 day warranty period, the Customer will be issued a replacement or repair for the defective Product.

### **Extended Warranty Options**

Contact Planar for information on extended warranty options at +1 866 752 6271 (toll free) or +1 503 748 1100.

### **Exclusion of Implied Warranties**

**PLANAR PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED HEREIN. 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**

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 PLANAR'S SOLE OPINION.

1. 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 PLANAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.
2. 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. PLANAR WILL NOT BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
4. PLANAR WILL NOT BE LIABLE FOR ANY VERBAL WARRANTIES OR ASSURANCES MADE BY A LEYARD/PLANAR EMPLOYEE OR AUTHORIZED DEALER/DISTRIBUTOR THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY INCLUDED HEREIN.

**Effect of Local Law**

This 90 Day Accessory 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.