



# North America 48-Hour Service Level Agreement Statement of Work

Planar's North America 48-Hour Service Level Agreement ("SLA") gives you access to our network of certified technicians trained to provide Break-fix repair for Planar products to optimal standards. Our committed knowledge gives you confidence that you will be working with the experts.

This Statement of Work ("SOW") outlines the responsibilities of Planar, as well as the Integrator, Dealer, Reseller and/or Customer (collectively, "Customer"), to ensure the repair process proceeds smoothly and on time. Any special requests or concerns not included in this document must be addressed prior to your purchase of the SLA service.

This SOW is governed by the Planar Terms and Conditions of Sale, unless you have a signed agreement with Planar such as a Customer Purchase Agreement with Services Addendum, a Customer Site Service Agreement or a Channel Partner Agreement, in which case the signed agreement will control.

The duration of the SLA covered by this SOW is as stated in Planar's final order confirmation for the SLA purchase. SLA duration is measured from the product warranty start date, or from the invoice date if the SLA was purchased or renewed after the initial product purchase.

## Service Level Guarantee

Planar guarantees a 2-hour response time during business hours, a 4-hour response time after hours, and a 48-hour time to site, excluding state or federally recognized holidays. "Response time" is defined as the time between Planar's receipt of Customer's report and when a Planar representative returns contact via email, phone, or in person. "Time to site" is defined as the time between the final remote repair attempts and when a technician arrives at the Customer designated site address.

This SLA is only available within the contiguous 48 US states and the District of Columbia and applies to only Planar Video Walls for which the SLA was purchased. This SLA does not apply to any product installed or reinstalled outside of the contiguous 48 states and the district of Columbia.

## Reporting Procedure

Call North America Technical Support at 1-866-752-6271, and immediately inform them that the affected product is covered under an SLA. If a technical support representative is unable to answer, please email.

If during the course of troubleshooting with Planar Technical Support, the issue is resolved, or the fault is found to be with a non-Planar product, an onsite visit will no longer be required. If Technical support establishes the issue is not covered by the SLA (for example, if the issue was caused by unwarranted damage or the Planar product at issue is not covered by the SLA), Customer may elect to schedule a service visit for repairs which will be separately invoiced.

## Pre-Arrival Requirements

Prior to Planar authorized technician arrival, all of the following tasks shall be completed by Customer:

- Attempt troubleshooting with Planar Technical Support via phone or email, including following steps recommended by Planar Technical Support and sharing results of efforts.
- Prepare clean and safe work areas with power outlets available for technicians' use.
- Ensure access to the products is approved and available, including providing any necessary secured door access or escorts, and ladders, lifts or scaffolding.
- Obtain any necessary spare parts; spares may have been purchased together with Customer's initial order or may be requested by Customer from the Technical Support created RMA (return material authorization); all required spare parts shall be onsite and available for the duration of the service visit.
- Remove any third-party equipment that impedes access or service of the Planar equipment (e.g., third-party bezel surrounds, non-Planar supplied touch overlays, etc.).

## **Scheduling**

All onsite visits are scheduled based on Planar technician availability. Once travel arrangements are finalized, any changes to the schedule by Customer may result in additional charges.

## **Troubleshooting**

Planar will perform product diagnostics on Planar products to discover or resolve issues. Troubleshooting may not result in correction or fix of issue. If repair cannot be made during a troubleshooting visit, follow-on visits will be scheduled with appropriate parts, labor, and time on site.

## **Repair**

Planar will be responsible for repair or replacement of covered Planar equipment that is under a Planar warranty only. The cost of parts or replacement products will not be charged for products under warranty. Out-of-warranty products or repair/replacement for reasons not covered by the warranty (if Planar technician determines repair is feasible) will be charged separately by invoice and are not covered by this SLA.

## **Pricing**

Quoted price includes labor, airfare and other travel expenses per visit unless otherwise noted. Prices assume work hours between 8am and 5pm local time, Monday through Friday, excluding state or federally recognized holidays. If different site conditions apply or if services other than those stated herein are required, an addendum to this SOW will be issued to include the additional services and associated fees.

## **Eligibility; Termination**

Products are eligible for an SLA if they were purchased from Planar or an authorized Planar dealer or distributor and have been installed and used within their specifications.

If products were not directly installed or supervised by Planar, or if the SLA is requested after the initial purchase and installation has occurred, a site visit will be required (at Customer's expense) to verify that the equipment is eligible for an SLA based on installation/use environment. If products are found not acceptable for an SLA, a quote will be offered to get products back to acceptable standards, if possible.

Products that have been announced as "end of life" by Planar may not be eligible for an SLA, including renewal. For products that go EOL during the term of the SLA, the contract will remain in effect until the SLA expiration date stated in the order confirmation. If the Customer does not have spares available for EOL product, repair may not be feasible under SLA.

Planar may terminate or not renew the SLA if Planar determines Customer has acted in bad faith with respect to its onsite services, including repeated use of the products outside their specifications or other actions contrary to the product warranty or this SLA. No refund or credit will be offered in this case.

Planar also reserves the right to terminate, or not renew the SLA for products that are out of warranty and for which the costs to repair and maintain are above average with respect to similar products offered by Planar. The pro rata amount of the SLA fees prepaid by Customer, based on the remaining number years of the SLA, will be credited toward Customer's purchase of a new SLA or PlanarCare.

## **Additional Terms and Conditions**

- The Planar Standard Warranty terms and conditions apply to all Break-fix services. Standard Warranty terms are available at: [www.planar.com/support](http://www.planar.com/support).
- Planar is not responsible for repair of products not covered by the SLA.
- Failure to follow proper reporting procedures will result in the issue report to be acted upon as a standard service request, and not a time-restricted SLA.
- Planar will not be responsible for missed time to response or time to site if reporting procedures are not followed correctly.
- Planar will not be responsible for missed time to site if the site is not ready or access is not provided within the 48-hour timeframe, regardless of whether the technician arrived within the timeframe.

- Planar will not be responsible for missed time to site if the Customer does not have sufficient parts or spares available to complete repair, regardless of whether the technician arrived within the timeframe.
- Planar is not responsible for repair or maintenance of products not purchased from Planar directly or through an authorized Planar dealer or distributor.
- If portions of the equipment to be fixed or maintained are not accessible, those portions will not be serviced.
- Planar is not responsible for assessing structural integrity or for modifying structures, drilling holes in walls, floors or ceiling, terminating cables or installing conduit.
- Planar is not, and does not represent itself to be, a licensed architect, electrician, electrical engineer, mechanical engineer, or structural engineer and Planar shall not perform, nor be responsible for the performance of, or the work of such persons or obtain permits. All information, drawings, schematics, specifications or other documents containing references to, or depictions of architectural, structural, electrical, or mechanical attributes which are supplied by Planar hereunder will be provided for the sole purpose of indicating Planar's suggestions related to the Services. Planar shall have no liability whatsoever for Customer's reliance thereon.
- Services do not include replacement of cable where union restrictions or electrical code do not allow. In these scenarios, diagnostics will be performed by Planar, and labor including running and terminating lines will be completed by Customer at Customer's 'sole expense.
- At all times, Customer is responsible for security of storage for equipment and materials, including maintaining inventory of spares. If Planar ships RMA spares or parts to Customer in advance of visit, Customer is responsible for securing equipment and materials after shipment.
- Planar technicians will consolidate garbage and other debris; Customer will be responsible for garbage removal from the installation site.
- Planar reserves the right to invoice additional charges for Services delivered outside the scope of this SOW, or if site conditions do not meet the requirements stated herein.
- LED video wall pixel-level repair is covered after 1% of total pixels are out as a Break-fix repair with Service Level Guarantee coverage (as applicable).
- Site visits initiated under the pretense of SLA coverage but found to be no-fault of Planar products may be invoiced to the Customer at full service visit price.
- No verbal assurances or warranties made by a Planar employee, or an Integrator, Dealer or Reseller, that conflicts with or expands the Standard Warranty will be effective unless made in a writing signed by both parties.
- Customer is responsible for having all spare equipment available on site during all service visits. Delays caused by spare equipment not being on site may result in additional billable service visits. Technicians will not extend their visit to wait for the arrival of replacement parts. If replacements do not arrive during the current visit, Customer will need to schedule a separate service call once the parts arrive.

The terms of this Statement of Work are accepted by the Customer upon issuance of its purchase order for the SLA or receipt of any SLA services.

## Warranty

Services: For 90 days after completion of each particular service, Planar warrants to Customer that such service has been performed in a professional manner consistent with industry standards. Customer's exclusive remedy for any breach of this warranty will be for Planar to re-perform the affected services at no additional cost to Customer or, if the services cannot be re-performed, to refund the amount already paid for the affected services.

Disclaimer: PLANAR DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES OR CONDITIONS BASED ON COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.