



# PLANAR® EVERCARE™ LIFETIME LIMITED WARRANTY

This Evercare™ Lifetime Limited Warranty (“Warranty”) is offered by Planar Systems, Inc. (“Planar”) concerning products listed in the **Covered Products Table** (referred to as a “Product” or plural, “Products”), subject to the terms and conditions of this Warranty statement. This Warranty applies to Products sold and installed in North America and lasts as long as the original end user owns the covered product, for a display installed in its original location, for the product model’s lifetime on the market plus five (5) years of end of life (“EOL”).

## Lifetime Limited Warranty

Planar warrants to the original registered end user customer who purchases new Planar Products covered by this Warranty from Planar or its authorized dealer or distributor (“Customer” or “you”) that, commencing from the date of Planar’s initial shipment of the Product, the Product will be free from defects in material and workmanship for as long as you own and use the Product under normal use and maintenance and the Product has not been discontinued more than 5 years. This Warranty is contingent on the Customer continuing to own the Product, installed in its original location. This Warranty also includes access to 24x7 emergency tier 1 phone support, coverage for pixel failure, and if applicable, advanced shipment of replacement parts.

Customer’s sole and exclusive remedy under this limited warranty will be, at Planar’s determination, repair or replacement (or alternatively a pro-rated refund) of any component part or Product according to the process described in this warranty. Replacement parts or Product may be new or refurbished. If repair or replacement is determined by Planar not to be commercially feasible, Planar will refund a prorated share of the price at which Planar originally sold the Product. The prorated refund will be calculated based on the remaining value of the warranted period of the Product and the price at which Planar sold the Product.

In the event Planar discontinues manufacture any model of the Product, warranty support for the discontinued Product model may be discontinued 5 years after the Product model’s end of production date. This Warranty extends no longer than the Product model’s lifetime on the market plus 5 years EOL. As used herein, “end user” means use of the Products for Customer’s personal use only and excludes resale, rental, lease or transfer of any kind.

All accessories, Field Replaceable Units (“FRUs”) and components (including but not limited to cables, power supplies and boards) purchased AT THE TIME of the initial Product purchase are covered. For items purchased AFTER the initial Product purchase, standard warranty period for Accessories applies.

## Repair & Replacement

### General Process

Upon Customer discovering a problem with a Product, which Customer believes may be covered by the present Warranty, the process below should be followed:

1. The Customer or its authorized dealer contacts Planar Technical Support via email or phone, see **Planar Contact Information** below.
2. You must have the model number, serial number and original proof-of-purchase available. Provide the serial number, product model number, purchase date, description of the problem and troubleshooting steps already attempted.
3. Planar Technical Support will attempt to correct any minor issues that might be causing the problem. If Customer contacts Planar Technical support via phone and Planar is unable to resolve the problem through troubleshooting, Planar Technical Support may issue a return material authorization (“RMA”). The applicable Product complaint will undergo preliminary evaluation and, if Planar determines the Product might qualify for potential repair or replacement under this

Warranty then, at Planar's sole discretion, replacement parts may be sent to Customer before the potentially defective part is returned to Planar ("Advance Replacement").

Planar's decision to issue an RMA and/or provide Advance Replacement is not an admission that Customer's problem qualifies as a Product defect. Planar reserves the right, upon return of a Product from Customer, to reasonably determine that Customer's problem is not a defect in material or workmanship (e.g. for an NFF unit, defined below).

4. If Planar Technical Support issues RMA, Customer will:
  - a. Return only the part or Product with which Customer discovers a problem.
  - b. Return the part or Product to the repair location specified by the 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 part being returned.

Customer is responsible for all shipping charges, including but not limited to freight charges, taxes, duties and insurance, related to sending the applicable part or Product to Planar. Planar will cover the costs for any return shipping of a part or Product pursuant to this Warranty if the following criteria are satisfied: (a) the return shipping address is the same as the original Customer address (or is another mutually agreed address) and is located within the North America region, and (b) the return shipment is provided to the Customer by ground delivery or a lowest cost alternative in Planar's discretion.

#### Pixel Failures

This Warranty covers pixel failures, with the limitations noted below. A pixel failure is defined as:

1. an entire pixel stuck on or off or in an intermittent state not generated by video content; or
2. a sub-pixel (R, G or B) stuck off or on or in an intermittent state not generated by video content.

Pixel failures are repaired by the customer RMA returning the effected LED module to Planar and Planar's subsequent repair or replacement and return of that LED module. Customer is responsible for all shipping charges, taxes, duties and insurance to Planar. All Products that are encapsulated will have no warranty coverage for pixel failure.

#### Advance Replacement

In the event Planar elects to provide Advance Replacement in its sole discretion:

1. Planar will ship the Advance Replacement via ground shipping (or the least expensive shipping method). Customer is responsible for excess charges for any other method of shipping requested. Shipment cost coverage to locations outside of the United States will vary.
2. Upon receipt of the replacement part, Customer should inspect the packaging and materials for shipping damage. Report all damage immediately to the carrier and/or your Planar Service Representative.
3. If a part or Product with which Customer discovered the problem is to be returned to Planar, Customer will have 30 days from the date of receipt of the Advance Replacement to return the part or Product to the authorized return facility. If it is not returned within this time, Planar will invoice Customer and Customer will pay the current market price of the Advance Replacement within 30 days from the invoice date. Planar reserves the right to refuse warranty service for a past due account.

### **Warranty Restrictions**

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

1. Product not purchased from Planar or an authorized Planar distributor or dealer. Product that has been resold, transferred, rented, leased, lost, stolen or discarded. Product that is licensed or loaned for evaluation, testing, or demonstration purposes.

2. Product that is no longer installed in its original location.
3. Product that is no longer owned by the Customer.
4. Product on which the serial number has been defaced, modified or removed.
5. Rental costs for temporary replacement products.
6. Any third party software or accessory malfunction.
7. Any complimentary spare parts provided at no cost to the Customer.
8. Labor or travel costs for installation, set-up, repair, adjustment to display settings, removal, reinstallation or other services.
9. Product that is physically uninstalled and moved, unless Planar Professional Services handles the move.
10. Product on which pixels are encapsulated or coated, with respect to damage or outage of pixels.
11. 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 (if applicable, including use of an unauthorized mount), failure to follow instructions supplied with the Product, or operating the Product outside the suggested normal usage conditions stated in the User Guide.
  - b. Installation, removal, disassembly, reassembly, upgrade, repair or attempted repair by anyone other than Planar. Use of supplies or parts not meeting Planar's specifications. Opening of the chassis by untrained personnel, tampering with internal circuitry or removing or replacing any internal components or parts of the Product.
  - c. Any damage to the Product during or due to shipment. If the security tape has been removed, Planar will assume the product arrived with no shipping damage.
  - d. Causes external to the product, such as electric power fluctuations or failure.
  - e. Normal wear and tear.
  - f. Customer caused defects, including but not limited to: (i) misuse or damage to drivers, disks or connectors, or software corruption; (ii) damaged LEDs resulting from hitting the edge or scratching along the front; or (iii) failure to follow maintenance procedures as outlined in the Product's User Guide.
  - g. Any non-uniformity caused by long-term operation of the video wall with heavily contrasting static content.
  - h. Any other cause not related to a defect in material or workmanship.

### **Miscellaneous Return Issues**

1. Except for few exceptions, Planar will not accept returned Product unless the RMA number issued by Planar is shown on the outside of the box.
2. If a part or Product is returned and is determined to be a No Fault Found ("NFF") unit or the part or Product is returned and determined to be excluded from this Warranty, Planar reserves the right to invoice the Customer for any costs incurred by Planar.
3. It is the responsibility of the customer to properly package the defective Product and ship it to the address provided by the 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 Planar, the customer may be charged for either the repair costs, if repairable, or the MSRP of a replacement product.

4. Shipment delivery time and availability may vary based on origin and destination. Planar is unable to deliver to PO Box and APO/FPO Box addresses.
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 Planar and that the returned defective part or Product becomes the property of Planar.

## Planar Contact Information

Regions	Expanded Product Service Plans and Professional Service Options	Technical Support and Warranty Questions
North America	Call: +1 855-748-8199 Toll free: 1-866-PLANAR-1 (1 866 752 6271) Email: <a href="mailto:sales@planar.com">sales@planar.com</a>	Call: +1 503 748 5799 Toll free: 1-866-PLANAR-1 Email: <a href="mailto:support@planar.com">support@planar.com</a>

For additional information or the name of the nearest Planar service center, visit [www.planar.com/support](http://www.planar.com/support) or contact your Planar distributor, reseller, dealer or contact Planar directly.

## Exclusion of Other Warranties

PLANAR PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. 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.

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

## 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 PRICE PLANAR SOLD THE PRODUCT IF REPLACEMENT OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE IN PLANAR'S SOLE OPINION.

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.

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.

PLANAR WILL NOT BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY. NOTHING IN THIS WARRANTY LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

## Effect of Local Law and Warranty Revisions

This 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.

This Warranty applies only to Products purchased on or after the effective date of this Warranty. Planar reserves the right to change the terms of this Warranty. Such changes will apply to Products purchased on or after the effective date of the revised warranty.

### COVERED PRODUCTS TABLE

PRODUCTS
DirectLight® Pro Series
DirectLight® Slim Series