

# PROMETHEAN INC. HARDWARE WARRANTY

Warranty valid for United States and Canada

## Definitions

**Customer:** The first registered user of the Product

**Products:** All hardware products sold by Promethean Inc.

**Limited Warranty:** Promethean Inc. warrants to the Customer that all Products will be free from defect in material and workmanship under normal operating conditions. This limited warranty is for the Customer only and cannot be transferred or assigned to another customer or individual.

Unless otherwise stated by Promethean Inc., all Products sold by Promethean Inc. have a 1 year “return to base” warranty, effective from the date of invoicing by Promethean Inc. All interactive whiteboards, including those sold as part of a complete AB+2 system, are sold with a three (3) year “return to base” warranty and 5 year limited surface warranty. All pens, cables and power supplies sold with the interactive whiteboard have a one (1) year “return to base” warranty. All other components of a complete AB+2 system are sold with a three (3) year “return to base” warranty with the exception of the sound system, which has a one (1) year “return to base” warranty, the Promethean PRM-10 projector which has a 3 year “swap-out” warranty and the Promethean PRM-10 projector lamp which has a 3 year or 3000 hours (whichever comes sooner) “return to base” warranty.

Unless otherwise stated by Promethean Inc, the Warranty Period will commence upon invoicing of the Products by Promethean Inc. For the products specified in the following list, the Warranty Period will be effective for the period shown below which may be amended in writing by Promethean Inc. from time to time:

## Product Warranty Period

<b>Activboard 95” Interactive Whiteboard</b>	3 years
<b>Activboard 78” Interactive Whiteboard</b>	3 years
<b>Activboard 64” Interactive Whiteboard</b>	3 years
<b>Activboard+2 Height Adjustable Interactive Whiteboard System</b>	3 years (including PRM-10 projector)
<b>Activboard+2 Fixed Height Interactive Whiteboard System</b>	3 years (including PRM-10 projector)
<b>Activboard+2 Height Adjustable Upgrade Kit</b>	3 years (including PRM-10 projector)
<b>Activboard+2 Fixed Height Upgrade Kit</b>	3 years (including PRM-10 projector)

Promethean Inc. may, at its discretion, and subject to supply of specific information by the Customer to Promethean Inc. in the format, medium and time limit specified by Promethean Inc., and subject to installation by a registered Promethean installer, give the Customer an additional two (2) year return to base warranty on an interactive whiteboard.

It is the Customer’s responsibility to return at its own expense all warranty Products or component parts to Promethean Inc. within the time and in the manner specified by Promethean Inc.

In the event that Promethean Inc. finds that the defective part returned by the Customer is not in fact defective or requests return of the defective part within a specified timeframe, which will not be less than 30 days from receipt of the warranty replacement, and should the Customer fail to despatch the warranty Product or component part within the specified time and in the specified manner, Promethean Inc. reserves to itself the right to charge the Customer the current Academic price in force in the United States of America at the time of receipt of the warranty replacement Product or component part by the Customer.

It is Promethean Inc.’s responsibility to repair and return all warranty Products to the Customer at Promethean Inc.’s expense.

During the warranty period, Promethean Inc. will repair, or at its discretion replace, the warranty Products with new or refurbished parts.

**Warranty valid for United States and Canada****Limited Warranty Services**

In the unlikely event that a Product should become defective during the limited warranty period, the Customer shall use best endeavours to resolve the problem locally. If these efforts are unsuccessful, the Customer should contact Promethean Inc.'s service support centre. Where Promethean Inc. is unable to resolve the problem, Promethean Inc. will provide telephone or email support to the user of the product during the limited warranty period. It is the Customer's responsibility to ensure that the person contacting Promethean Inc.'s service support centre is ready to supply the serial numbers of all Activboards and complete systems before Promethean Inc. can offer service support to that person. Furthermore, it is the Customer's responsibility to ensure that Promethean Inc.'s service support centre does not receive support requests relating to the following:

- The supply and installation of the Products
- Products for which the limited warranty has not been registered
- Products Promethean Inc. has not sold
- Products outside the limited warranty period
- Other Products the Customer may wish to purchase

**Limited Warranty for Promethean PRM-10 Projector and PRM-10 Projector Lamp**

In the unlikely event that the Promethean PRM-10 projector should become defective during the limited warranty period, the Customer should contact Promethean Inc.'s service support centre by telephone or e-mail. Promethean Inc.'s service support centre shall use reasonable endeavours to resolve the problem remotely. Where Promethean Inc. is unable to resolve the problem with the projector by telephone or e-mail, Promethean Inc. shall despatch at its own expense a replacement projector, without a lamp, to the Customer and will collect the defective projector at its own expense. At the time of delivery of the replacement projector, the defective projector shall become the property of Promethean Inc. and the replacement projector shall become the property of the Customer. The warranty period of the replacement projector will expire on the same date as the warranty period of the first projector to which the warranty relates. It is the Customer's responsibility to ensure that the lamp has been removed from the PRM-10 projector before it is collected and to ensure that the PRM-10 projector is disconnected, removed from any mounting brackets and is made available for collection at the time agreed with Promethean Inc. It is also the Customer's responsibility to insert a lamp and to connect and re-mount the replacement projector.

The lamp warranty applies exclusively to complete failure of the lamp and is not applicable to normal wear and tear such as reduced brightness over time. The Customer should use reasonable endeavours to replace the lamp in a defective PRM-10 projector with a working lamp from another PRM-10 projector before contacting Promethean Inc.'s service support centre. Projector lamps are consumable items therefore Promethean Inc. provides no guarantee that the expected life will be achieved. For the lamp warranty to be valid, the projector must be operated in accordance with the instruction manual, with routine maintenance undertaken at regular intervals prescribed by Promethean Inc. The PRM-10 lamp warranty period commences from the date of purchase of the PRM-10 projector by the first Customer and is not transferable. The PRM-10 lamp warranty applies to the original serial number only; if an exchange projector has been provided by Promethean Inc. then it is the responsibility of the Customer to communicate to Promethean Inc. in the manner prescribed by Promethean Inc. both the original serial number and the serial number of the exchange projector. The lamp warranty is for a replacement lamp only and there is no cash alternative. Promethean Inc. accepts no liability for any costs the Customer may incur in complying with the terms of the lamp warranty. Promethean Inc. reserves the right, at its absolute discretion, to determine the validity of any lamp warranty claim. Where Promethean Inc. is unable to resolve the problem with the lamp by telephone or e-mail, Promethean Inc. shall despatch at its own expense a replacement lamp to the Customer. At the time of delivery of the replacement lamp, the defective lamp shall become the property of Promethean Inc. and the replacement lamp shall become the property of the Customer. The Customer will return at its own expense the defective lamp to Promethean Inc. If the defective PRM-10 projector lamp is not despatched by the Customer within 30 days of the date of receipt of the replacement lamp or if Promethean Inc. finds that the returned PRM-10 lamp is not in fact defective Promethean Inc. may, at its entire discretion, charge the Customer the full list price of the lamp in force at the end of the 30 day period and a handling charge

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## Limited Warranty Exclusions

Promethean Inc. will not be liable for and the limited warranty will not apply to:

- Products that have been modified, used as part of other products or repaired (including any attempt to do so) by anyone other than Promethean Inc. authorised personnel.
- Use of the Product other than according to the instructions included with the Product.
- Deliberate or accidental damage to the Product, howsoever caused, including, without limitation: shipping, installation, misuse, abuse, movement of equipment, power failures or fluctuations, relocation of equipment, fire, natural disasters, war, acts of violence or riots.
- Services such as reinstallation or relocation of hardware, for which there may be additional charges.
- Other items included within the package, such as brackets, and fittings. These items are provided "AS IS."
- Damage to Products caused (1) through a cleaning regime not in accordance with the cleaning & maintenance instructions supplied by Promethean Inc., or (2) by the application of inappropriate cleaning materials, solvents, or abrasives.
- Products that have been re-sold or transferred to another organisation by the Customer

## Statutory Rights and Disclaimer of Unstated Warranties

The limited warranty in this Agreement is the only warranty applicable to the Products. All other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed to the fullest extent permissible by law.

## Limitation of Liability

Under no circumstances shall Promethean Inc. be liable to the Customer for any special, indirect or consequential damages, or any direct or indirect loss of profits or loss of business.

Notwithstanding any contrary provision, Promethean Inc. in no way limits or excludes its liability in respect of any death or personal injury caused by its negligence

## Exclusions

**This warranty only applies in the United States of America and Canada.**

The applicable warranty terms for the product(s) will be those terms in place at the time that the product(s) was (were) purchased.

## Terms and Conditions of Sale

All products supplied under warranty are subject to Promethean Inc.'s standard terms and conditions of sale.

## Contact

Visit [www.prometheanworld.com](http://www.prometheanworld.com)