



# STANDARD LIMITED WARRANTY

## eyevis Rear Projection Video Walls

**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 following terms and conditions of the Standard Limited Warranty represent a contract between us, the manufacturer of eyevis™ Rear Projection Video Walls (Planar Systems, Inc., Leyard American Corporation, Leyard Europe s.r.o., eyevis GmbH, or the Leyard affiliate that sold the product; together, “Leyard”) and you, the customer who has purchased a eyevis Rear Projection Video Wall directly from Leyard or from a Leyard authorized distributor or dealer.

The eyevis Rear Projection Video Wall (the “Product”) features a 2-year Standard Limited Warranty. This warranty begins on the date of Leyard’s initial shipment of the Product.

### Eligibility

The eyevis Rear Projection Video Wall Standard Limited Warranty covers product purchased from Leyard or a Leyard authorized dealer or distributor and is valid only for the original customer who purchased the covered product. The dealer or distributor may contact Leyard Technical Support on the original customer’s behalf in the event of a product defect. This warranty is not transferable. You may be required to provide evidence of proof of purchase. This Standard Limited Warranty applies to Products purchased on or after the effective date noted below. Leyard 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. This standard warranty includes:

- 2-year protection from defects in material and workmanship
- Advanced shipment of replacement parts or products
- Access to 24x7 emergency phone support

### Limited Warranty Coverage

Leyard warrants the Products to be free from defects in material and workmanship during the warranty period. If, in Leyard’s determination, a part is defective in material or workmanship during the warranty period, Leyard will replace the defective part with a similar new or refurbished part. If the issue is deemed a defect with the processor, Leyard will replace the Product with the same or similar new or refurbished product. If replacement of the part or product is determined by Leyard to not be commercially feasible, Leyard will refund a prorated share of the purchase price (calculated based on the remainder of the warranty period and the then-current MSRP of the same or similar product). MSRP is defined as the most recent product price listed on Leyard’s price list.

### Length of Warranty Coverage

The Products are warranted for two years from the date of shipment from Leyard.

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 warranted for two years from the date of shipment from Leyard.

All accessories, FRUs and components purchased after the initial product purchase are warranted for 90 days from the date of shipment from Leyard.

## Replacement Guidelines

Leyard's products are designed to be easily serviceable by the customer. The majority of parts are built as modules called Field Replaceable Units (FRUs). It is often easier and more cost effective for customers to replace FRUs than to send the entire product back to the factory for repair. If the issue is deemed a manufacturing defect with the processor, Leyard will issue a replacement for a similar new or refurbished product.

Upon discovering a problem with the product, please follow the warranty replacement procedure below:

1. Contact Leyard Technical Support via email or phone.
  - Email address: support-emea@leyardgroup.com
  - Technical support phone hotline: +421 513 213 213 from 8AM until 5PM (GMT+1)
2. Provide the serial number, product model number, purchase date, description of the problem and troubleshooting steps already attempted.
3. Leyard Technical Support will attempt to correct any minor issues that might be causing the problem. If Leyard is unable to resolve the problem through troubleshooting and confirm that the claim is being made during the warranty period, a return material authorization (RMA) number will be issued for the defective part or product and a replacement will be sent to the customer.
4. Leyard will ship the replacement part or product via ground shipping (or the least expensive shipping method). The customer is responsible for excess charges for any other method of shipping requested.
5. Upon receipt of the replacement part or product, the customer should inspect the packaging and materials for shipping damage. Report all damage immediately to the carrier and/or Leyard Service Representative.
6. 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 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 reserves 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. Products must be shipped on a pallet to avoid damage.
  - b. Return only the defective part or product. Leyard 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 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 or an authorized Leyard distributor or dealer.
2. Shipment delivery time and availability may vary based on origin and destination. Leyard is 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. 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, or failure to follow instructions supplied with the product.
  - b. Upgrade, repair or attempted repair by anyone other than Leyard.
  - 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's specifications.
  - g. Normal wear and tear.
  - h. Customer caused defects, including but not limited to misuse or damage to drivers, disks or connectors, or software corruption.
  - i. Failure to follow maintenance procedures as outlined in the product's User Guide where a schedule is specified for regular maintenance of the product.
  - j. Operating the product outside the suggested normal usage conditions stated in the User Guide.
  - k. Opening of the chassis by untrained personnel, tampering with internal circuitry or removing or replacing any internal components or parts.
  - l. Any other cause not related to a defect in material or workmanship.

For additional information or the name of the nearest Leyard service center, contact your Leyard distributor or Leyard:

- Email address: [support-emea@leyardgroup.com](mailto:support-emea@leyardgroup.com)
- Technical support phone hotline: +421 513 213 213 from 8AM until 5PM (GMT+1)

### **Miscellaneous Return Issues**

1. Leyard will not accept returned product unless the RMA number issued by Leyard is shown on the outside of the box.
2. If the defective product is returned and determined to be excluded from warranty under any of the exclusions listed above, Leyard reserves the right to charge the customer an amount not to exceed the MSRP.
3. If product is returned and is determined to be a No Fault Found (NFF) unit, Leyard reserves the right to invoice the customer for any costs incurred by Leyard.
4. It is the responsibility of the customer to properly package the defective product and ship it to the address provided by the Leyard 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, the customer may be charged for either the repair costs, if repairable, or the MSRP of a replacement product.
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 Leyard and that the returned defective part or product becomes the property of Leyard.

### **Expanded Product Service Plans and Professional Service Options**

Leyard offers expanded product service plans and professional service options for purchase by the customer. Contact Leyard for information:

- Email address: support-emea@leyardgroup.com
- Technical support phone hotline: +421 513 213 213 from 8AM until 5PM (GMT+1)

### **Exclusion of Other Warranties**

LEYARD PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. LEYARD 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 WILL NOT BE LIABLE FOR ANY VERBAL OR WRITTEN WARRANTIES OR ASSURANCES MADE BY A LEYARD EMPLOYEE OR AUTHORIZED LEYARD DEALER/DISTRIBUTOR THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY IN THIS DOCUMENT.

### **Limitation of Liability; Exclusion of Damages**

LEYARD'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'S SOLE OPINION.

LEYARD 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 IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

LEYARD 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 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.