

## BENQ CANADA CORP. END USER LIMITED WARRANTY

### Jamboard

Subject to the terms and conditions set forth below, BenQ Canada Corp. (“BenQ”) warrants the new BenQ Jamboard (“Product”) you have purchased from BenQ or from a BenQ authorized reseller/retailer, to be free from defects in materials or workmanship under normal consumer use during the warranty period in Canada. If the Product becomes defective during the warranty period BenQ will, at its option, repair or replace the Product. BenQ may use new or reconditioned components or parts to repair the Product, or replace the Product with a new or reconditioned Product of the same or functionally equivalent mode. This warranty covers British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Newfoundland and Labrador, New Brunswick, Prince Edward Island, and Nova Scotia (“Covered Provinces”).

**BenQ Jamboard Standard Limited Warranty:** Subject to the exclusions set forth below:

- One (1) year from the purchase date by the end user customer (the “Customer”) repair or replacement only at BenQ’s discretion; refurbished units have a separate warranty policy.

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- **DOA (Dead On Arrival):** Must be reported within thirty (30) days of purchase. An RMA number must be issued in order to process the replacement. BenQ will replace the DOA unit with a brand new replacement. BenQ will cover the freight charges both ways.

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- **Shipping Damages:** All shipping damages must be reported within seven (7) business days upon receipt of the Product. BenQ is not responsible for shipping damages reported after such period.

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- **Repaired or Replaced Parts and Products:** All repaired or replaced parts or products shall be warranted only for the remainder of the original warranty period specified above.

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### Obtaining Warranty Service

If you purchased a Jamboard in Canada, you are entitled to repair service during the warranty period subject to the following terms and conditions:

1. Warranty service is available for Jamboard purchased and located in the Covered Provinces.
2. You must contact Jamboard Technical Support Center at 1-877-355-5787. Proof of the place and date of purchase is required to verify your warranty service claim.
3. Jamboard Technical Support Center will attempt to resolve technical issues over the telephone. If a telephone resolution is not possible, Jamboard Technical Support Center may determine as its sole discretion, to dispatch a service technician from its authorized service provider to perform the on-site service at your product location and issue a Return Merchandise Authorization (“RMA”) number referencing the repair order as further described in Section 5 (“On-Site Service”). Jamboard Technical Support Center will then

issue an RMA number to be used as a means of identifying the Product returned. RMA numbers are valid for thirty (30) days and void thereafter.

#### 4. On-Site Service.

(a) BenQ or A BenQ Authorized Service Provider will contact you within 1 business day to schedule the on-site service call and arrange a service technician from its authorized service provider to your product location to perform repair within a reasonable period.

Nonetheless, for some of the Covered Provinces it may take longer for an on-site service technician to be dispatched or may not be available at all due to the distance from BenQ Authorized Service Provider.

(b) On-site service within the warranty period is free of charge including two way shipping unless otherwise specified herein.

(c) Person present at the customer's site must be at least 18 years of age for technician to complete the work. If no person over age 18 is present at the customer's site at the scheduled appointment time, the service will not be performed.

(d) It is the customer's responsibility to have the Product easily accessible for the service technician to service the Product.

(e) In the event that the service technician determines a unit is unrepairable or cannot be repaired on site, BenQ may, at its sole discretion, replace the unit.

(f) BenQ reserves the right not to offer the on-site service if it is determined by BenQ that the defect is caused by user's error. On-site service is for manufacture defects only. Installation and configuration is excluded.

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#### **Exclusions**

This limited warranty does not extend to any Product not purchased from the BenQ authorized reseller, nor to any Product with missing or altered service tags or serial numbers from the original manufacturer. This limited warranty also does not extend to any Product that has been damaged or rendered defective (a) due to normal wear and tear; (b) as a result of use of the Product other than for its normal intended use, or other misuse, abuse or negligence to the Product; (c) by the use of parts not manufactured or sold by BenQ; (d) by modification of the Product; (e) as a result of service by anyone other than BenQ or a BenQ Authorized Service Provider; (f) improper transportation or packing when returning the Product to BenQ or a BenQ Authorized Service Provider; (g) improper installation of third-party products; (h) improper environment (including improper temperature or humidity); and (i) unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God. BenQ is not responsible for damage to or loss of any programs, data or removable storage media. You are responsible for saving (backing up) any programs, data or removable storage media.

#### **Other Limitations**

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, BENQ DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BENQ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE,

PROFITS, INFORMATION, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF BENQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR OR REPLACEMENT, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE BENQ LIMITED WARRANTY SET FORTH HEREIN. IF, DESPITE THE FOREGOING LIMITATIONS, FOR ANY REASON BenQ BECOMES LIABLE TO YOU FOR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, THEN, THE LIABILITY OF BENQ WILL BE LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO BENQ OR A BENQ AUTHORIZED RESELLER FOR THE PRODUCT.

All prices, products, terms and conditions are subject to change without notice. Some provinces/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages for consumer products, and some provinces/jurisdictions do not allow limitations on how long an implied warranty lasts. In such provinces/jurisdictions, the exclusions or limitations of this limited warranty may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights that vary from jurisdiction to jurisdiction. You are advised to consult applicable provincial/local laws for a full determination of your rights.

Please call Jamboard Technical Support Center to report a defective product.

Hours of Operation (Central Time Zone )

Monday - Friday: 8:30 AM–5:30 PM

Toll Free: 1-877-355-5787

To avoid delays, please DO NOT SEND ANY Jamboard to BenQ or BenQ Authorized Service Provider without BenQ's authorization.