

## **BenQ America Corp. Refurbished Product End User Limited Warranty**

### **Interactive Flat Panel and Digital Signage**

Subject to the terms and conditions set forth below, BenQ America Corp. (“BenQ”) warrants the BenQ refurbished product (“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 respective warranty period set forth below in the continental United States, Hawaii, Alaska and Canada. If the Product becomes defective during the warranty period BenQ will repair the Product. BenQ may use new or reconditioned components or parts to repair the Product.

**Warranty Period** (Subject to the exclusions set forth below):

**Interactive Flat Panel and Digital Signage** - One (1) year from the purchase date by the end user customer (the “Customer”). Parts and labor only (No replacement unless otherwise specified below).

#### **Warranty Terms and Conditions:**

- Return Merchandise Authorization Shipping: The Customer will pay shipping freight to BenQ or a BenQ Authorized Service Provider and BenQ will pay shipping freight to the Customer during the warranty period.
- Shipping Damages: All shipping damages must be reported within seven (7) business days upon receipt of the Product. BenQ is not responsible for the shipping damages reported after such period.
- 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.

#### **Obtaining Warranty Service**

If you purchased a BenQ product in the continental United States, Hawaii, Alaska and Canada, you are entitled to repair service during the warranty period subject to the following terms and conditions:

1. Warranty service is available for all Products purchased and located in the continental United States, Hawaii, Alaska, and Canada.
2. You must contact BenQ Technical Support Center at 1-866-600-2367. Proof of the place and date of purchase is required to verify your warranty service claim.
3. BenQ or BenQ Technical Support Center will attempt to resolve technical issues over the phone. If telephone resolution is not possible, BenQ or BenQ 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”). Alternatively, a depot service may be performed as further described in Section 4 below (“Depot

Service”). BenQ or BenQ 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. Depot Service.

(a) You may request “Depot Service” if you wish to ship your product to a BenQ Authorized Service Provider facility to be repaired or replaced per warranty terms. To arrange depot service and learn more about shipping packing requirements and possible costs you may need to be aware of and bear such as customs, duties, taxes, insurance and any charges associated with transportation of the BenQ product, please contact BenQ Technical Support Center at 1-866-600-2367. (b) BenQ or BenQ Authorized Service Provider will use its best efforts to service Products within thirty (30) days after receipt of the Products at its warehouse facilities. For return shipments of the Products, BenQ or BenQ Authorized Service Provider will pay the shipping cost and retain risk of loss until delivery to the Customer’s location as evidenced by signature collected by carrier. The Customer may designate only one location within the continental United States, Hawaii, Alaska and Canada for return shipments. BenQ and BenQ Authorized Service Provider are not responsible for shipping or other delays beyond their control.

#### 5. On-Site Service.

(a) A BenQ Authorized Service Provider will contact you within two (2) business days 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, some areas in the US 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 unless otherwise specified herein. However, if the customer schedules an appointment with the technician but fails to show or is unavailable on time, the customer will have to pay \$65 for missing the appointment.

(c) Person present at the customer’s site must be at least 18 years of age for technician to complete job. If no person over age 18 present at the customer’s site at the scheduled appointment time, it will be considered as missing the appointment and the customer will have to pay the full amount as described in item 5(b) above.

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

(e) After verifying RMA number, model, serial number and symptom, the service technician performs the repair.

(f) After repair is complete, the service technician tests the unit to make sure unit is functioning correctly. Service technician has the customer sign and date the repair order to complete the on-site.

(g) In the event that the service technician determines a unit is un-repairable or cannot be repaired on site, BenQ may, at its sole discretion, **replace the unit** or send the unit to a BenQ Authorized Service Provider facility to be repaired.

(h) 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.

#### 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 states or provinces/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages for consumer products, and some states or provinces/jurisdictions do not allow limitations on how long an implied warranty lasts. In such states or 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 state to state/jurisdiction to jurisdiction. You are advised to consult applicable state and provincial/local laws for a full determination of your rights.

Please call Technical Support Center to report a defective product.

Hours of Operation (Central Time US)

Monday - Thursday: 8AM–6PM

Friday: 9AM–5PM

Toll Free: 866-600-2367

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