

IMPORTANT NOTICE - These terms and conditions directly affect your rights, obligations and remedies as an end-user of Planar products. 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 Planar product will be considered acceptance of this warranty and acceptance of the end user license terms for any included software.

Planar Customer First™ 3-Year Warranty

Planar ContentSmart media player family (collectively or individually, "Product(s)"), feature a 3-year limited hardware warranty as set forth below. This warranty period begins on the date of Planar's initial shipment of the Product.

Eligibility

This Customer First™ 3-Year Warranty covers Product(s) purchased from a Planar dealer or distributor, is valid only for the first end user purchaser and excludes resale, rental, lease or transfer of any kind by the end user. You may be required to provide evidence of proof of purchase. It does not cover any accessories that may be provided with the Product(s), or offered separately, including but not limited to cables and any other peripherals. (Such accessories are warranted for 90 days after Planar's initial shipment of the Product(s); see the Accessory Warranty at www.planar.com/support.)

Limited Hardware Warranty

Planar warrants the Products to be free from defects in material and workmanship during the warranty period noted above. If, in Planar's determination, a Product proves to be defective in material or workmanship during the warranty period, Planar will, at its sole option, either (1) repair the Product or replace it with a similar new or refurbished Product per one of the options below, or (2) in the event that replacement or repair for the Product is not commercially feasible, refund a prorata share of the then current MSRP of the Product (or a similar product, if the Product is no longer available) as determined by the amount of time remaining in the warranty period. MSRP is defined as the most recent Product price listed at www.planaronline.com.

Replacement Options and Guidelines by End User Location

If you are in the US, see section A below;

If you are outside the US, see section B below.

A. "Advance Replacement" Claim Procedure for Product located within the 48 contiguous United States

Upon discovering a problem with the Product, contact Planar's customer service Monday through Friday toll-free at 1-866-PLANAR-1 (1-866-752-6271), or by online chat. See www.planar.com/support for details. You must have the model number, serial number and original proof-of-purchase available. Planar's Customer Service staff will attempt to correct any minor issues that might be causing the problem via phone or email. If this fails to resolve the problem, a return material authorization (RMA) number will be issued.

If the defective Product is reported to Planar within the 3-year warranty period, and a valid credit card is provided to ensure return of the defective product, Planar will ship you an Advance Replacement Product (no accessories included). Depending on your location, it may take more than 2 days for the replacement to arrive.

Planar must receive the defective Product in otherwise good condition within 14 days following the delivery of the Advance Replacement Product to you. If the defective Product is not received by Planar within the 14-day timeframe, or if the warranty is voided due to any applicable Warranty Exclusion (see below), your credit card will be charged for the current MSRP of the Product.

- 1) Return the defective Product in the box in which the Advance Replacement Product was shipped to you, using the same packing materials.
- 2) Return only the defective Product. Planar will not be responsible for returning or replacing any accessories or peripherals that are returned with the defective Product. Call the shipping pick-up number provided with the Advance Replacement Product for package pick-up, or drop it at the local UPS location. For door-to-door pickup, UPS may charge a pickup fee for which you are responsible. You are responsible for any shipping costs incurred when returning the defective Product by any other method than UPS ground. Verify that the serial number on the RMA matches the serial number of the defective Product being returned. Attach the prepaid RMA return label that was included with the Advance Replacement Product.

B. "Return and Replace" Claim Procedure for Products that are not located in the 48 contiguous United States

- 1) If you are unable or unwilling to provide a valid credit card to use the Advance Replacement option in the 48 contiguous states, or if you are located outside of the 48 contiguous states, Planar will provide "Return and Replace" service.
- 2) After receiving an RMA from Planar customer service, return the defective Product with sufficient packing materials to prevent damage during shipment. Planar will charge you an amount not to exceed the current MSRP for the Product for any damage to the Product caused by shipping. Return only the defective Product. Planar will not be responsible for returning or replacing any accessories or peripherals that are returned with the defective Product.
- 3) You are responsible for any shipping costs incurred when returning the defective Product to Planar; Planar will pay for the shipment of the replacement Product to you.
- 4) A replacement unit will be shipped out to you once your defective unit is received.

Important Information when Returning Product from any location

- 1) Planar will not accept returned Product unless an RMA number has been previously issued by Planar.
- 2) If the defective Product is returned and deemed to be covered by one of the warranty exclusions, Planar reserves the right to charge your credit card an amount not to exceed the current MSRP for the Product.
- 3) If the Product is returned and is deemed to be a No Fault Found (NFF) unit, Planar reserves the right to charge your credit card in the amount of \$95.
- 4) It is your responsibility to properly package the defective Product and ship it to the address provided by the 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, your credit card will be charged for either the associated repair costs, if repairable, or the MSRP of a replacement Product.
- 5) The replacement Product will assume the remainder of your original Product's warranty or 90 days from Planar's return Product ship date, whichever is longer.
- 6) Upon receipt, you agree to retain the replacement Product and that your defective Product becomes the property of Planar.

Warranty Exclusions

The following conditions or circumstances are not covered under the terms of this limited hardware warranty for the Products set forth herein:

- 1) Delivery to P.O. Box, APO Box and FPO Box addresses.
- 2) Any Product on which the serial number has been defaced, modified or removed.
- 3) Replacement rental costs incurred by you in the event of Product failure.
- 4) Damage, deterioration or malfunction resulting from:
 - a. Accident, abuse, misuse, neglect, improper ventilation, fire, explosion, water, lightning, or other acts of nature, smoke exposure (cigarette or otherwise), unauthorized product modification (including use of an unauthorized mount), or failure to follow instructions supplied with the Product.
 - b. Repair or attempted repair by anyone not authorized by Planar.
 - c. Any damage to the Product due to shipment.

- d. Removal or installation of the Product.
 - e. Causes external to the Product, such as electric power fluctuations or failure.
 - f. Use of supplies or parts not meeting Planar's specifications.
 - g. Normal wear and tear.
 - h. Defects caused by you, including but not limited to, scratched, cracked, defaced or altered enclosure.
 - i. Any damage or dissatisfaction associated with any damage determined by Planar to be the result of customer use patterns.
 - j. Failure to follow maintenance procedures as outlined in the Product's user guide where a schedule is specified for regular cleaning of the Product.
 - k. Opening the Product, tampering with internal circuitry, and/or removing or replacing any internal components or parts.
 - l. Product that has been resold, transferred, rented, leased, lost, stolen or discarded.
 - m. Any other cause, which does not relate to a Product defect.
 - n. Operating the Product outside the suggested normal usage conditions stated in the user guide.
- 5) Any Product returned due to a software or accessory malfunction.
 - 6) Removal, installation and set-up service charges.
 - 7) Any software, including, but not limited to, the operating system.

For additional information or the name of the nearest Planar service center, contact your Planar dealer or call Planar (toll free) at **1-866-PLANAR1 (1-866-752-6271)** (toll free) or at (1-503-748-5799) or email us at PlanarSupport@Planar.com.

Exclusion of Implied Warranties

PLANAR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. PLANAR EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability; Exclusion of Damages

PLANAR'S MAXIMUM AGGREGATE LIABILITY IS LIMITED TO ONE OF THE FOLLOWING REMEDIES, WHICH WILL BE CHOSEN IN THE SOLE DISCRETION OF PLANAR: (1) THE COST OF REPAIR OF THE DEFECTIVE PRODUCT OR REPLACEMENT WITH A SIMILAR NEW OR REFURBISHED PRODUCT OR (2) IF REPLACEMENT OR REPAIR OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE IN PLANAR'S SOLE OPINION, A REFUND OF THE LESSER AMOUNT OF A PRO-RATA SHARE OF THE CURRENT MSRP AS DETERMINED BY THE REMAINDER OF THE WARRANTY PERIOD OR THE DEPRECIATED VALUE OF THE PRODUCT BASED ON THE MSRP.

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 INFORMATION (AS DEFINED ABOVE), 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 MADE AGAINST YOU BY ANY OTHER PARTY.

Effect of Local Law

This Limited Hardware Warranty gives you specific legal rights, and you may have other rights, which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.