1. ViewSonic[®] Limited Warranty

(Current Production Models. U.S.A. and Canada Only)

ViewSonic warrants that its dvLED products ("Products") to be free from defects in material and workmanship under this limited warranty during the warranty period.

During the warranty period, if a Product is defective, ViewSonic will, at its sole discretion:

- Provide technical support by phone or email through its highly trained support team to help resolve the issue(s). Telephone support is available during normal business hours; and/or
- Repair or replace with a similar product. The defective Product will only be repaired by replacing the defective parts. Entire Product replacement may be done only at the sole discretion of ViewSonic in such a scenario where the Product cannot be repaired due to shortage of spare parts or discontinuance of Products. The aforesaid repair or replacement of Products or parts may include remanufactured, reconditioned, or refurbished parts, components or Products. During the Limited Warranty period, the product will only be repaired by replacing the parts. Entire unit replacement may be done in such a scenario where there are no spares available / model is discontinued.
 - The warranty period for the repaired or replacement unit will be covered by the balance of time remaining on the customer's original warranty period, or ninety (90) days after the repaired or replacement unit is delivered to the customer, whichever is greater. ViewSonic provides no warranty for any third-party software whether included with the Product or installed by the customer, installation of any unauthorized hardware parts or components.
- Replaced Product or Part(s) will be the property of ViewSonic.

2. Warranty Period

ViewSonic Products are warranted only to the original and lawful retail purchaser of Products ("You" or "Customer") and applies only when purchased and used within the US and Canada. The warranty period for the Products shall be (a) three (3) years from the date of original purchase, or (b) thirty-nine (39) months from the manufacturing date of Products, whichever is greater. The warranty period for the flight case that comes with the Product shall be twelve (12) months from the manufacturing date of Products.

Customers have the option to purchase an extended warranty service, which must be purchased at the time of Product purchase. Check with a ViewSonic Sale Representative for available Extended Warranty options.

3. ViewSonic® Limited Warranty Coverage

ViewSonic Technical Support team can be reached through email, phone, or our website. Prior to contacting ViewSonic, please verify the equipment compatibility and check for any recent firmware update(s).

To receive warranty service, the customer must contact ViewSonic with the original dated bill of sales as proof of purchase. In the event no proof of purchase can be provided to ViewSonic, the limited warranty coverage shall be based on the manufacturing date identified on the Product.

Customer must have the Product's model number, serial number, date of purchase, problem description, and the date of the original installation available.

After the reported problem is initially determined by ViewSonic's Technical staff, the Product shall be sent to ViewSonic for further analysis to determine if it is indeed defective, and a Return Material Authorization (RMA) number will be issued to Customer.

Some issues can be resolved with a replacement part that can be installed/replaced by the customer. These replaceable parts, *Customer Replaceable Parts*, refer to parts, such as DvLED tiles, that can be installed or replaced easily by the customer themselves or a trained service technician. Customer Replaceable Parts require the defective part to be returned to ViewSonic. If the defective part is not returned to ViewSonic within thirty (30) days of receipt, the customer will be charged for the part.

Customer must clearly mark the RMA# on the return package. Unauthorized return or returns delivered via Pay Upon Delivery (C.O.D.) will be rejected. Final determination of Warranty status will be reported to Customer following physical product evaluation. If the failure/damage is not considered to be a manufacturing defect or not covered by the Limited Warranty, Customer shall be notified promptly of the status and the estimated repair fees.

ViewSonic is not liable for any damage that occurs during a return due to improper packing, shipping, or any other issues. All returned products or parts must be properly packed with double-layer packaging based on recommended materials like foam and other foam-made protective packaging materials.

No guarantee is made or implied that replacement parts or repairs made to failed units will match in color and/or brightness.

This limited warranty does not include labor charges to remove or install dvLED products or to conduct field repairs. ViewSonic shall bear the cost of all in-bound and out-bound shipping under this limited warranty, but shall not be responsible for expedited shipping costs, risk of loss on parts returned to ViewSonic—including

shipping damage or loss and return of the defective Part(s) to ViewSonic and/or any other costs associated with installation, removal, or re-installation of the Part(s).

4. Sales Outside U.S.A and Canada

For ViewSonic products sold outside the U.S. and Canada, contact your ViewSonic dealer or your region for more warranty information and service for your country. <u>Look up our locations here</u>.

5. Exclusion of Damages

ViewSonic's liability is limited to the cost of repair or replacement of the product. Viewsonic shall not be liable for:

- Damage to any other property, equipment or goods caused by any defects in the Product.
- Damages based upon inconvenience, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, interference with business relationships, or other commercial loss, even if advised of the possibility of such damages.
- Any other damages, whether incidental, consequential or otherwise, such as loss
 of or damage to the product being further carried or transported after you have
 received the product from ViewSonic or ViewSonic's authorized distributor. (If an
 airline or other carrier damages the product, you should immediately file a damage
 claim with the carrier. Note: Locks on the product case (if applicable) are intended
 only for unauthorized opening and cannot prevent theft of the product case and/or
 its content.)
- Any claim against Customer by any other party.
- Any product on which the serial number has been defaced, modified or removed.
- Any minor imperfections within design specifications that do not materially alter or affect functionality.
- Replacement of any consumable parts, including batteries.
- Increases in utility costs and additional utility expenses.
- Any damage, deterioration or malfunction resulting from any of the following:
 - a. Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 - b. Repair or attempted repair by anyone not authorized by ViewSonic.
 - c. Damage to or loss of any programs, data or removable storage media.
 - d. Software or data loss occurring during repair or replacement.
 - e. Any damage to the product caused by transportation and/or handling, including scratches, dents, chips, and/or other damage to the finish of the Product, unless such damage results from defects in materials or workmanship and is reported within one (1) week of delivery.

- f. Causes external to the product, such as electric power fluctuations or failure.
- g. Use of supplies or parts not meeting ViewSonic's specifications.
- h. Normal wear and tear and natural aging of parts, including but not limited to LED lamps, connected devices, sockets, etc.
- i. Damage caused by static (non-moving) images displayed for lengthy periods of time (also referred to as image burn-in).
- j. Software Any third-party software included with the product or installed by the customer.
- k. Hardware/Accessories/Parts/Components Installation of any unauthorized hardware, accessories, consumable parts or components.
- I. Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning as described in the product User Guide.
- m. The Product sold and labeled as "AS IS", "WITH ALL FAULTS" or similar disclaimer, including replacement of missing parts or accessories from those sales, or purchased through an unauthorized online seller.
- n. Removal, installation, and set-up service charges, including wall-mounting of product.
- o. Natural reduction in brightness and/or color under normal operation might be expected and shall not be considered to be defective. Slight difference in brightness and color without compromising the product functionality might be expected and shall not be considered to be defective. Differences in brightness and color for different batches of products might be expected and shall not be considered to be defective.
- p. Any accident (including but not limited to external impact or drop), pests or vermin, neglect, improper storage, misuse, exposure to moisture or dampness, exposure to corrosive, abrasive, or other harmful environmental conditions, or act of nature, including but not limited to wind, fire, flood, earthquake, lightning, or other natural disaster.
- q. Any failure of owner to perform periodic product maintenance as stated in the User Guide
- r. Any other cause which does not relate to a product defect.

6. Limitation of Liabilities

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE ABOVE LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL VIEWSONIC OR ITS DISTRIBUTORS/DEALERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, COST OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, OR ANY OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. VIEWSONIC'S TOTAL LIABILITY, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL

OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

7. Effect of Local Law

This warranty gives you specific legal rights, and you may also 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.