

DEFINITIONS

“Accredited Installer”	means an installer who has passed the criteria for accreditation by Promethean to install the Products
“Channel Partner”	means an authorised distributor, reseller, business partner or partner of Promethean from time to time
“Customer”	means the first registered user of the Product according to Promethean’s records
“Customer Location”	means the address of the Product on first installation as evidenced by Promethean’s global installation database
“Date of Purchase”	means in the case of ActivBoard+2 Systems the date of invoicing for the Product by Promethean for all other Products the date of invoicing of the Product by the Channel Partner
“Date of Registration”	means the date recorded in Promethean’s global installation database as the date of first installation at a Customer Location
“Defective Product”	means a Product or component part of a Product which is defective during the Warranty Term
“National Business Partner”	means CDWG Logistics, Inc or Dell Products L.P.
“Product(s)”	means all hardware products sold to the Customer by Promethean, or by a Channel Partner, as listed in the “Warranty Term” section below
“Promethean”	means in the case of Products purchased in the USA, Canada, Mexico or the Caribbean, Promethean Inc; in the case of Products purchased in France, Promethean SAS; in the case of Products purchased in Germany, Promethean GmbH; in the case of Products purchased in China or Taiwan, Promethean Technologies (Shenzhen) Limited and in the case of any Products purchased in any other country, Promethean Limited
“Standard Warranty”	means the warranty provided in the section entitled “Standard Warranty” below and subject to the terms of this Promethean Standard Hardware Warranty
“Warranty Start Date”	means the date when the Warranty Term commences as described in the section entitled “Warranty Start Date” below
“Warranty Term”	means the period of time stated for each Product, commencing on the Warranty Start Date, as listed in the section entitled “Warranty Term” or such later period as may be described in the sections entitled “Warranty Extension by Registration” and “Purchase of Extended Warranty” below

STANDARD WARRANTY

Promethean warrants to the Customer that the Products are in conformance with the applicable Promethean published specifications current at the time of their manufacture and will be free from defects in material or workmanship under normal operating conditions during the Warranty Term subject to the terms of this document. The Standard Warranty applies only to the Customer who has made a purchase of the Product as evidenced by an appropriate invoice. No transfer or assignment of the Standard Warranty is permitted. The Standard Warranty does not apply to any services provided in connection with the Product nor any services for which additional charges and terms may apply including installation, relocation, preventative maintenance and cleaning, extended and enhanced telephone support, advanced replacement options, and on-site support.

WARRANTY TERM

For the Products specified in the following list, the Warranty Term is as set out below. The basic term will apply unless the requirements set out in the “Warranty Extension by Registration” section below have been complied with. The Warranty Term will run from the date determined by Promethean as described in the “Warranty Start Date” section below.

PROMETHEAN PRODUCT DESCRIPTION	WARRANTY TERM	
	Basic	Registered (Total term)
ActivBoard 100 Range (ActivBoard 164 & 178)	One (1) year	Two (2) years
ActivBoard+2 and ActivBoard Mount Systems for ActivBoard 100 Range (including projector)	One (1) year	Two (2) years
ActivBoard 300 Range (ActivBoard 378, 387 & 395)	Three (3) years	Five (5) years
ActivBoard+2 Systems for ActivBoard 300 Range (excluding projector)	Three (3) years	Five (5) years
ActivBoard 300 Pro Range (ActivBoard 378 Pro, 387 Pro & 395 Pro)	Three (3) years	Five (5) years
ActivBoard+2 and Mobile Systems for ActivBoard 300 Pro Range (excluding projector)	Three (3) years	Five (5) years
Projector with ActivBoard+2 and Mobile Systems for ActivBoard 300 and 300 Pro Ranges	Three (3) years	Three (3) years
Learner Response Systems (ActiVote, ActivExpression)	One (1) year	One (1) year
ActivSlate	One (1) year	One (1) year
ActivTablet	One (1) year	One (1) year
ActivView	Three (3) years	Three (3) years
ActivSound	Three (3) years	Three (3) years
ActivPanel	Two (2) years	Two (2) years
ActivRemote	One (1) year	One (1) year



WARRANTY START DATE

The Warranty Start Date for all installed Products will ordinarily be the date upon which the Product is registered as being installed by an Accredited Installer on Promethean's global installation database. It is the Customer's responsibility to ensure that the registration has been completed. For all non installed Products the Warranty Start Date will ordinarily be the date of purchase of the Product. Promethean may, at its discretion and subject to certain conditions set out by Promethean from time to time, recognise the Warranty Start Date as commencing from the earlier of the Date of Registration or the Date of Purchase plus ninety (90) days.

WARRANTY EXTENSION BY REGISTRATION

The Warranty Term may be increased by Promethean from the basic term to the registered term in the table above if the Customer complies with the requirements for registration as set out on www.prometheanplanet.com/support.

PURCHASE OF EXTENDED WARRANTY

The Warranty Term may be extended to a maximum Warranty Term of five (5) years from the Warranty Start Date where the Customer purchases the warranty extension option during the Warranty Term and in the case of an installed Product where the Product is installed and registered by an Accredited Installer on Promethean's global installation database.

MAKING A WARRANTY CLAIM

In the unlikely event that a Product should become defective during the Warranty Term, the Customer shall, in the first instance, carry out basic checks to the equipment including, but not limited to, checking the power is on, the external cables are present, the projector is present and consulting www.Prometheankb.com for possible resolutions. If these efforts are unsuccessful, the Customer should obtain warranty support according to the following process:

- i. If the Product is an ActivBoard 300 or 300 Pro Range or ActivBoard+2 System for the ActivBoard 300 or 300 Pro Range then the Customer may contact the Promethean service support centre by phone, email or internet portal;
- ii. If the Product is any Product other than the ActivBoard 300 or 300 Pro Range or ActivBoard+2 System for the ActivBoard 300 or 300 Pro Range and the defect is detected within ninety (90) days of the Warranty Start Date the Customer may contact the Promethean service support centre by phone, email or internet portal; or
- iii. If the Product is any Product other than the ActivBoard 300 or 300 Pro Range or ActivBoard+2 System for the ActivBoard 300 or 300 Pro Range and the defect is detected after ninety (90) days from the Warranty Start Date the Customer may contact the Promethean service support centre by email or internet portal only.

Contact with Promethean by phone, email or internet portal provided by Promethean shall be in accordance with the contact details and availability periods and languages published by Promethean on its website at www.prometheanplanet.com/support from time to time. It is the Customer's responsibility to ensure that the person contacting Promethean's service support centre is ready to supply the Product name, model and serial number together with full particulars of the nature of the alleged defect. Furthermore the Customer should also be ready to confirm the date of purchase, from which organisation the Product was purchased and if the Product has been installed the name of the installation company and the date of installation.

In the event that a Customer considers that it has a Defective Product, it is the responsibility of the Customer to return, at the Customer's expense, the Defective Product to Promethean within the timeframe and in the manner as specified by the Promethean service support centre. If we determine that the Defective Product is not covered by the Standard Warranty we will advise you. If Promethean determines that the Defective Product is covered by the terms of this Standard Warranty during the Warranty Term, then Promethean may, at its discretion and without extra charge, as the Customer's exclusive remedy, repair or replace the Defective Product with new or refurbished parts and return the repaired or a replacement Product to the Customer. In the event that Promethean determines that the Defective Product is not defective or is not covered by the terms of the Standard Warranty, then Promethean reserves the right to charge the Customer for the costs of shipping the Defective Product back to the Customer.

STANDARD WARRANTY FOR PROJECTOR LAMP

The Standard Warranty for the projector lamp applies exclusively to a complete failure of the lamp and does not apply to normal wear and tear such as reduced brightness over time. Projector lamps are consumable items and Promethean provides no warranty that the expected life will be achieved. For the projector lamp warranty to be valid, the projector must be operated in accordance with the instruction manual and with routine maintenance undertaken at regular intervals as prescribed by Promethean. The projector lamp warranty applies only to the lamp originally supplied with the projector.

STANDARD WARRANTY EXCLUSIONS

Promethean will not be liable for, and the Standard Warranty will not apply to:

- Products that have not been purchased by the Customer from a Channel Partner or Promethean;
- Products that have been modified, used as component parts of other products or repaired (including any attempt to do so) by anyone other than Promethean authorised personnel;
- Products used other than in accordance with the Product instructions;
- Products deliberately or accidentally damaged, howsoever caused including but not limited to damage or loss caused by fire, natural disasters, war, acts of violence or riots, the relocation of equipment, loss or damage to Products in transit and/or the installation of any Product other than by an Accredited Installer, the misuse or abuse, of Products, loss or damage to Products caused in whole or part by power failures or fluctuations in power supplies;
- Products deliberately or accidentally damaged through a cleaning regime not in accordance with the cleaning and maintenance instructions supplied by Promethean or the application of inappropriate cleaning materials, solvents or abrasives;
- Peripheral items such as brackets and fittings which may be included within the Product packaging and are provided "as-is";
- Consumables (other than as for the Projector Lamp as set out above) including but not limited to batteries and pen nibs;
- Loss or damage caused by non Promethean Products or applications such as laptops or computers.

STATUTORY RIGHTS AND DISCLAIMER OF UNSTATED WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH IN THIS DOCUMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PROMETHEAN SPECIFICALLY DISCLAIMS ALL AND ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF PROMETHEAN CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES WILL END ON THE EXPIRATION OF THE WARRANTY TERM.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROMETHEAN IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING NOR ANY LOSS OF GOODWILL, LOSS OF BUSINESS OR LOSS OF BUSINESS OPPORTUNITY AS A RESULT OF A BREACH OF ANY WARRANTY OR CONDITION OR TERM BY PROMETHEAN, WHETHER IN TORT, CONTRACT (INCLUDING NEGLIGENCE), EQUITY OR ANY OTHER LEGAL THEORY WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY LOSS OF OR DAMAGE TO DATA.

FOR PERSONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, PROMETHEAN'S LIABILITY IS SO LIMITED, AT IT'S SOLE DISCRETION TO REPLACEMENT OR REPAIR OF THE PRODUCT.

TERRITORY

This warranty applies to sales of Products in Angola, Antilles, Argentina, Armenia, Australia, Austria, Bahamas, Bahrain, Belgium, Bermuda, Botswana, Brunei Darussalam, Bulgaria, Cambodia, Canada, Chile, China, Colombia, Costa Rica, Cyprus, Czech Republic, Denmark, Dominican Republic, Egypt, Estonia, Ethiopia, Finland, France, Germany, Greece, Guatemala, Guernsey, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Israel, Italy, Jamaica, Japan, Jersey, Jordan, Kazakhstan, Kuwait, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macao, Macedonia, Malaysia, Maldives, Malta, Mexico, Morocco, Nepal, Netherlands, New Zealand, Nigeria, Norway, Oman, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Togo, Turkey, Turkmenistan, UAE, Ukraine, USA, Venezuela, Vietnam and the US Virgin Islands as at the Version Date set out below excluding sales from National Business Partners prior to 01 July 2010.

SPECIAL PROMOTIONS AND CAMPAIGNS

The terms of any Product warranty provided under special sales terms, including but not limited to "Try-and-Buy" or other sales promotions or campaigns, may be subject to modification according to the terms of such promotions or campaigns.

ENTIRE AGREEMENT

This document sets out the entire agreement relating to the terms of the Standard Warranty and supercede any prior agreements, arrangements or representations regarding the Product including any representations made in Promethean sales literature or advice given to you by Promethean or any employee of Promethean or any reseller, business partner, partner or distributor of Promethean. No reseller, business partner, partner or distributor of Promethean is authorised to make or agree any modification, extension, addition or variation to the terms of the Standard Warranty nor to offer any other remedy (including but not limited to the offer of a refund) for or on behalf of Promethean. No change may be made to this Standard Warranty unless made in writing made by an authorised officer of Promethean.

SEVERABILITY

If any provision of this Promethean Standard Hardware Warranty is held invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of this Promethean Standard Hardware Warranty that is fundamental to the accomplishment of the purpose of this Promethean Standard Hardware Warranty is held to any extent to be invalid, the Customer and Promethean shall immediately commence good faith negotiations to remedy that invalidity.

LAW

This Promethean Standard Hardware Warranty shall be governed by and construed in accordance with English Law and any disputes shall be determined under English Law and under the jurisdiction of the English courts to the fullest extent subject to any overriding local law provisions in the country of the Customer.

VERSION DATE

This document is effective as on and from 01 July 2009 and applies to all sales of relevant Products as on and from this date.

CONTACT

Visit www.PrometheanPlanet.com/Support