
Limited Warranty

Nothing in this TouchIT Technologies Statement of Limited Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

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What the TouchIT Technologies Limited Warranty Covers

TouchIT Technologies warrants that hardware products manufactured, or rebranded then sold under the TouchIT Technologies brand name will be free from material defects in materials and workmanship for the term of two (2) years (Interactive Whiteboard) and one (1) year for the TouchIT LCD, Stands (all models) Document Camera and TouchIT Tablet. TouchIT Technologies warrants that software media will be free from material defects in materials and workmanship for a period of ninety (90) days.

This Hardware Product warranty applies to all TouchIT Technologies parts, accessories, and upgrades ("Options") sold with your TouchIT Technologies Hardware Product. Options purchased from TouchIT Technologies or a TouchIT Technologies authorized reseller and added to the Hardware Product after the initial Hardware Product purchase will be free from material defects in workmanship and materials for the term of the Hardware Product Warranty.

TouchIT Technologies Hardware Products, or parts or components of TouchIT Technologies Hardware Products, may be new or used. TouchIT Technologies warranty terms apply only to used equipment which has been remanufactured and certified for warranty by TouchIT Technologies.

What the TouchIT Technologies Limited Warranty Does Not Cover

Other than the limited software media warranty described above, TouchIT Technologies does not warrant software of any kind, including bundled, pre-installed, or separately sold software packages.

The TouchIT Technologies Limited Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that the Hardware Product is transferred. Unless otherwise agreed to in writing by TouchIT Technologies, warranties are valid only: (i) within the original country of purchase; or (ii) if the original country of purchase is in the European Union, within the European Union. Hardware Products that are installed outside the country of purchase may be eligible for warranty services if you have provided TouchIT Technologies with the required installation reports.

No warranty will apply to any Hardware Product or software media that has been (i) modified, altered or adapted without TouchIT Technologies's written consent; (ii) mistreated or used in a manner other than in accordance with that Hardware Product's or software guide; (iii) repaired by any third party in a manner which fails to meet TouchIT Technologies' quality standards; (iv) improperly installed by any party; (v) used with equipment or software not covered by this warranty, to the extent that problems are attributable to such use;

Any services provided for Hardware Products or software media which are not covered by warranty will be billed on a time and materials basis.

In the event that the TouchIT Technologies serial number on the Hardware Product has been removed or tampered with, the warranty will be void. Customer may not dismantle or subdivide any Hardware Products sold and warranted as part of a preconfigured and factory tested system. Any attempt to dismantle or subdivide such systems constitutes a modification or alteration of the Hardware Product which voids the applicable warranty.

Term of the TouchIT Technologies Limited Warranty

The term of your IR electronic hardware, Interactive Whiteboard warranty is two (2) years. The term of the LCD panel used in the TouchIT LCD is one (1) year. The term of the Document Camera, Stand Rage (all models) and TouchIT Tablet is one (1) year. The term of your warranty begins to run on the date the product is shipped to you. The term of your software media warranty

is ninety (90) days from the date of purchase or receipt if there is no purchase price.

Registration

- a) Using the TouchIT Technologies Website, you agree to electronically register warranted TouchIT Technologies products (hardware) and to transmit registration data to TouchIT Technologies, within a reasonable period of time not to exceed thirty (30) days from your receipt of the applicable product. The TouchIT Technologies Registration Service can be accessed at the following URL:
<http://www.touchittechnologies.com/support/>
- (b) You agree and acknowledge that your delay in registering warranted TouchIT Technologies products and transmitting registration data to TouchIT Technologies as described above may result in TouchIT Technologies' delay in performing any warranty services.
- (c) TouchIT Technologies will keep all information obtained from you via the registration process confidential, and will not disclose such information to any third party.
- (d) TouchIT Technologies reserves the right to modify the method of registration as necessary.

What You Should Do if You Experience an Issue

Unless otherwise designated in writing by TouchIT Technologies, TouchIT Technologies is the only party authorized to perform warranty service on TouchIT Technologies Hardware Products. Upon experiencing an issue, please contact TouchIT Technologies via TouchIT Technologies' Online Support Center or contact the Technical Support Center for your country – which is the master distribution partner.

If TouchIT Technologies is not able to obtain entitlement information through the registration process, you will be asked to provide the following information when requesting warranty service: your name, address, and contact information; serial number; a description of your Hardware Product and system configuration; a description of the issue; You may be required to

provide proof of purchase and/or proof of the installation date of your Hardware Product prior to receiving warranty service.

What TouchIT Technologies Will Do in the Event of an Issue

TouchIT Technologies will make commercially reasonable efforts to return your initial telephone or internet request for warranty service within twenty four (24) hours.

In the event that: (i) TouchIT Technologies determines that your issue can be addressed by shipping a replacement part to you for installation in your Hardware Product (a "Customer Replaceable Unit" or "CRU"), TouchIT Technologies will ship a replacement part to your site ("Replacement CRU"). TouchIT Technologies will use commercially reasonable efforts to send a Replacement CRU in a commercially reasonable timeframe. You are responsible for ensuring that the malfunctioning part or Hardware Product being replaced ("Malfunctioning Hardware") is returned to TouchIT Technologies in accordance with all TouchIT Technologies shipping or courier instructions. You agree to pay the published list price of any Replacement CRU in the event that you fail to return the corresponding Malfunctioning Hardware. TouchIT Technologies may withhold shipment of your Replacement CRU until TouchIT Technologies has received the Malfunctioning Hardware at a TouchIT Technologies-designated return center or may require that you provide a valid credit card or purchase order number to secure the return of Malfunctioning Hardware. You are responsible for shipping costs and bear the risk of loss associated with returning your Malfunctioning Hardware to TouchIT Technologies. Replacement CRUs will be of new or like-new quality. Title in all Malfunctioning Hardware shall transfer back to TouchIT Technologies upon removal from your system. Replacement CRUs assume the warranty status of the Hardware Product into which they are installed and have no separate or independent warranty of any kind.

In the event that a firmware or software update or upgrade is required in order to address your issue, TouchIT Technologies will provide you with instructions for obtaining the update or upgrade, which may include agreement to additional licensing terms. Unless otherwise designated in writing, you are responsible for performing all necessary updates or upgrades.

Limitations

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS WARRANTY (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS UPON CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOUR SOLE AND EXCLUSIVE REMEDY AND TOUCHIT TECHNOLOGIES' ENTIRE LIABILITY FOR BREACH OF WARRANTY WILL BE: (A) THE REPAIR OR, AT TOUCHIT TECHNOLOGIES' OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE PURCHASE PRICE. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS UPON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Nothing in this TouchIT Technologies Statement of Limited Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

For More Information

For more information about TouchIT Technologies's Global Warranty Support, please contact TouchIT Technologies - <http://www.touchittechnologies.com>