Optoma 5 year on-site limited warranty

To take advantage of this warranty you must purchase an eligible Projector (see below) between: 05/02/2018 and 31/07/2019 and activate the warranty within 60 calendar days of purchase. Final possible date to register your warranty is 29/10/2019.

This document details the Terms and Conditions for the Optoma 5 year on-site limited Projector warranty as applied to an Optoma projector sold in the UK and where the final customer's projection installation is in mainland UK.

Optoma products sourced outside the UK are not covered by this warranty.

Optoma Europe Ltd and affiliated companies (collectively referred to as "Optoma") provide this 5 year on-site Warranty to you being the purchaser of the Optoma 5 year on-site limited Projector Warranty ("Projector Warranty") to cover an Optoma branded Projector Product ("Projector") and the end-user replaceable, high pressure gas discharge lamp module ("Lamp") that was supplied fitted to an Optoma projector product ("Projector").

The projector models to which this Projector Warranty can be applied are:

EH320UST, EH320USTI, EH320USTP, EH320USTIP EH330UST, EH330USTP, W320UST, W320USTI, W320USTP, W320USTIP W330UST, W330USTP, X320UST X320USTI, X320USTP, X320USTIP X330UST, X330USTP

Optoma warrants to you that during the Projector Warranty period, Optoma or an Optoma authorised service company will, in a commercially reasonable time, remedy a defective Projector at the site of the products in accordance with this Projector Warranty (unless otherwise required by law). Lamp replacements may be via a postal replacement service. Optoma will process each valid claim as quickly as possible within the constraints of its operational procedures. The target is to have an engineer visit the site within 2 days of the decision being made to attend the customer's site. Optoma shall not be held responsible or liable for any loss, consequential or otherwise, howsoever caused, due to any delay whatsoever in the repair or supply of a refurbished or replacement Projector or Lamp under this Projector Warranty.

Warranty period

The Projector Warranty period starts at the time of the Projector's original purchase by the first end-user. The total Projector Warranty period is in accordance with normal business or education usage at 5 years or 8,000 operational hours, whichever is sooner. This Projector Warranty replaces any Projector or Lamp warranty terms or warranty period in the Optoma's limited warranty document applicable to the original Projector product. The period of this Projector Warranty is not in addition to the original warranty period.

The Projector Warranty period will not be extended or renewed or otherwise affected due to:

- a. Subsequent resale; or
- b. Optoma authorised repair; or
- c. Optoma authorised replacement of the Projector

Activating the Projector Warranty

The Projector Warranty must be activated to be valid. Purchasing a Projector that includes this Warranty does not automatically activate the Projector Warranty; activation is a separate process. To activate the warranty you will need to visit the Warranty page on the Support area of the Optoma website. www.optoma.co.uk and follow the warranty activation instructions. You will need the original proof of purchase of the Projector, which clearly indicates the name and address of the seller, the date and place of purchase, the product type and the Projector serial number.

You must activate the warranty within 60 days of the original purchase date

How to get warranty service

Projector Warranty service is subject to you notifying an Optoma authorised service company of the alleged Projector issue within one (1) month of it having come to your attention and in any event no later than before the expiry of the Projector Warranty Period.

Contact: Optoma TSC, Email: service@tsc-europe.com, Phone: 01923 691 865

What is not covered?

- 1. This Projector Warranty does not cover a) defects caused by rough handling (including, without limitation, defects caused by sharp items, by bending, compressing or dropping, etc.), or b) defects or damage caused by misuse of the Projector, including use that is contrary to the instructions provided by Optoma (e.g. as set out in the Projector user manual) and/or c) other acts beyond the reasonable control of Optoma.
- 2. This Projector Warranty is not enforceable if the Projector has been opened, modified or repaired by anyone other than an authorised service centre, if it is repaired using unauthorised spare parts or if the Projector serial number or accessory date code has been removed, erased, defaced, altered or is illegible in any way and this shall be determined at the sole discretion of Optoma.
- 3. This Projector Warranty is not enforceable if the Projector has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products.
- 4. This Projector Warranty is not enforceable if the Projector is operated in an excessively dirty or dusty environment or if it has not been regularly maintained to keep the air intakes free of obstruction.
- 5. This Projector Warranty is not enforceable if damage was caused by negligence or failing to carry out appropriate maintenance by the buyer, his customer, the end user, or in case of an act of God, natural occurrences or during transport.
- 6. In relation to the Lamp, this Warranty applies exclusively to complete failure of the Lamp and is not applicable to normal wear and tear such as reduced lamp brightness over time.

Other important notices

- 1. The number of replacement lamps is unlimited within the warranty period.
- 2. Optoma reserves the right to ask for the return of any Lamp claimed to be faulty so that Optoma can verify the fault.
- 3. A claim for more than one replacement Lamp within the warranty period will automatically trigger Optoma's right to ask for the faulty Lamp to be returned to Optoma for verification.
- 4. This Lamp Warranty applies exclusively to complete failure of the Lamp and is not applicable to normal wear and tear such as reduced brightness over time.
- 5. The user is advised that Lamps are classed as consumable items. Optoma gives no guarantee that the expected life will always be achieved.
- 6. Claims must be submitted by the final customer only. Resellers or retailers may not submit on behalf of their customers. There are no cash alternatives.
- 7. The installed Projector Product must be below a working height of 3.50m.
- 8. This Warranty is not available on any second hand, refurbished or reconditioned stock.
- Optoma reserves the right to audit all requests to ensure that these terms
 have been met and to request additional information regarding any and all
 registration claim forms and supporting documents.
- 10. Optoma reserves the right to ask for the return of any Lamp claimed to be faulty.
- 11. The decisions of Optoma, in respect of any and all of this Projector warranty, will be final and binding and Optoma reserves the right to amend or cancel the terms of this offer warranty to withdraw this warranty at any time without notice.
- 12. All parts of the Projector or other equipment that Optoma has replaced shall become the property of Optoma. If the Projector is found not to be covered by the terms and conditions of this Projector Warranty, Optoma and its authorised service companies reserve the right to charge a handling fee.

- 13. Statutory Rights Optoma makes no other Projector Warranty, guarantee or like statement other than as explicitly stated above and this Projector Warranty is given in place of all other Projector Warranties whatsoever, to the fullest extent permitted by law.
- 14. In the absence of applicable legislation, this Projector Warranty will be the end user's sole and exclusive remedy against Optoma and Optoma shall not under any circumstances be liable, either expressly or impliedly, for any other indirect or consequential loss arising from negligence, breach of contract, or howsoever.
- 15. This Projector Warranty does not impair or affect mandatory statutory rights of the end user against and/or any rights resulting from other contracts concluded by the end user with Optoma and/or any other seller.
- 16. Optoma is not responsible or liable for any technical, projector, software, server, website or other failures or damage of any kind to the extent that this prevents the participant from, or otherwise obstructs in, participating in the Projector Warranty
- 17. Optoma shall at all times adhere to the Data Protection Act 1998 when processing any personal data received pursuant to this Projector Warranty. Please note that during the electronic registration you will be asked for permission for your data to be used by Optoma for marketing purposes.

Optoma reserves the right to audit all claims to ensure that these terms and conditions have been met and to request additional information or supporting documents regarding any claims.

Optoma reserves the right, at its absolute discretion, to determine the validity of any Projector Warranty claim. Optoma's decision will be final.

Limitation of Liability - It is understood and agreed that Optoma's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by the purchaser and under no circumstances shall Optoma be liable for special, indirect, incidental or consequential damages or lost profits, lost revenues or lost savings. The price stated for the products is a consideration in limiting Optoma's liability.

Transfer of Warranty - Should a Projector with this associated Projector Warranty be sold on by the original owner, the balance of the Projector Warranty may be transferred to the new user provided that the original purchase documents are transferred to the new user also. This is necessary to show that the Projector is within its Projector Warranty period.