

# WARRANTY TERMS AND CONDITIONS

i3-Technologies, a private limited company with registered office at Kleine Schaluinweg 7, 3290 Diest, Belgium, registered under the register of legal entities of Leuven under number 0438.852.447 acting both on its own behalf and on behalf of its affiliated companies and subsidiaries, including those affiliated and controlled legal entities as defined in Articles 1:20 et seq. of the Belgian Companies and Associations Code (“i3-Technologies”) warrants that the hardware products shall be (i) conform to the specifications delivered and in effect at the delivery and (ii) free from defects in material and workmanship.

The warranty period for **hardware** products shall be 24 months commencing on the date of delivery by the customer to the end user of the product, or if the customer is the end user, the date of delivery to the customer. However, if the customer is not the end user of the product, the warranty period shall not exceed 27 months after delivery of the products to the customer. Unless proven otherwise, the warranty period shall commence, as applicable, on either (i) the date of the invoice issued by i3-Technologies to the customer or (ii) the date of delivery to the end customer as evidenced by a (duly signed) delivery note clearly indicating the serial number, article number, and date of delivery of the products concerned. The warranty periods stipulated in this warranty shall only apply in so far as they do not conflict with any other warranty period stipulated otherwise in writing by i3-Technologies or registration for extended warranty.

The **software** developed by i3-Technologies is developed on a reasonable effort basis in order to perform in accordance with the specifications of i3 Technologies in effect at the date of delivery. Software is inherently susceptible to bugs and i3-Technologies makes no warranty with respect to software which is provided to customers on an “as-is” basis and does not warrant uninterrupted or error-free operation of the products. The terms and conditions related to the software are in the End User License Agreement (EULA) [‘Terms of Use’](#).

In case of repair or replacement, if the product is still under warranty, the original warranty period shall continue to apply. In case of repair, a warranty period of three (3) months shall apply to the same defect that has been repaired. If the product is replaced, the remaining warranty period will be the same as the warranty period of the original product, and will not restart or be extended.

Extended warranty: From time to time, there are promotional actions during which the customer can register their product online for a free extended warranty. This is applicable to both educational and corporate institutions.

Please note that the free warranty extension must be registered according the terms and conditions of that action and at latest within 6 months after the delivery-note-date to the end-user. Paid extended warranty must be purchased within 6 months after the delivery-note-date to the end-user. Registration for extended warranty and purchasing extended warranty must be done via the channels designated by i3-Technologies, which can be consulted via the [Support center](#).

If the field call rate (failure rate in the field, being customer installation, series, or full field) is increasing after 2 years standard warranty to twice the regular rate; warranty extension is meant to be a continuation of previous use & failure, not suddenly major systemic failures (either linked to specific use or electronics aging).

## **Conditions precedent for Warranty to apply**

The Warranty shall apply only to the extent the products have:

- (i) been presented within the warranty period together with the original invoice and the original receipt from the customer who sold the product to the end user (specifying the date of purchase, model designation, product serial number and the reseller's name and address) or only the original invoice of i3-Technologies in the event the customer is the end user;
- (ii) been handled, transported, stored and installed in accordance with i3-Technologies's instructions or, in absence thereof, in a professional and workmanlike manner. i3 Technologies Inc gives proper installation instructions through the user manual, but is not responsible for faults made during on-site installation;
- (iii) not been subject to any unauthorized access, alteration, modification, change in the firmware or repair or attempts thereto or any abuse or damage;
- (iv) been at all times "normally used" for the specified purpose and operated and maintained in strict accordance with the instructions set forth in the operating and maintenance manual or, in absence thereof, in a professional and workmanlike manner and/or or the valid technical and safety relevant provisions or standards of the country in which the product is used. For the purpose hereof, "normally used" shall mean a regular, ordinary and routine use as intended or as recommended by i3-Technologies;
- (v) not been connected to or used in combination with other equipment, products or systems (hardware and/or software) not compatible with the product.
- (vi) not been exposed to operating conditions, which exceed the intended office or private use (e.g. operation in smoky or dusty atmospheres or at extraordinary room temperatures and under UV/IR radiation) nor disturbances caused by third party material (air conditioning, scalers, controller boards, cabling), convertor pieces, ...). Separate operating conditions are specified by i3-Technologies for certain products if necessary;
- (vii) not been exposed to defects or variations in the electrical power supply or circuits, the air conditioning or other ambient conditions;
- (viii) not been modified and/or opened by persons not authorized by i3-Technologies and without prior approval of i3-Technologies;
- (ix) not been insufficient or improperly maintained and repaired, or non-original replacement parts and consumables not approved by i3-Technologies have been used.

## Exclusions from the Warranty

Excluded from the warranty are:

- (i) Any damages due to transport and/or any visible defects;
- (ii) Accessory parts such as boxes, packaging, batteries, pens, styluses, remote controllers, cables or other consumables that are used in conjunction with the product and have to be replaced as expected;
- (iii) Products whose serial numbers have been modified, removed or made illegible by the customer and/or end user;
- (iv) Virus infections or use of the product with software that was not supplied with the product or that was incorrectly installed.

In no event shall i3-Technologies be liable for any defects, failures, loss of or damage caused by or resulting from (i) wear and tear of parts and components (eg. display panel, operating system on computer, batteries, IOports, etc.); (ii) any external cause or event out of I3-Technologies's control (eg. fire, floods, etc.), or (iii) any act or negligence of customer or any third party. The warranty shall not apply to pixel errors in the display panel, LDC and DLP technology, image burn in due to no or improper usage of screensavers. While i3-Technologies complies with the current ISO standards, pixel errors are unavoidable in display technology. Any third-party product or any part thereof (meaning any product or part thereof which is not manufactured by i3 Technologies Inc or its affiliated companies) which I3-Technologies merely resells with the products, is subject to the original manufacturer's warranty and no separate warranty is given in respect thereof by I3-Technologies.

## Claims for repair or replacement under Warranty

Any claim under the Warranty must be notified to I3-Technologies in writing within 8 calendar days from the discovery of the defect or failure.

Under the Warranty on the hardware products, I3-Technologies shall, at its sole option and cost, and without undue delay, (i) repair or correct the product or part; or (ii) replace the product or supply part(s) or component(s). The replaced product, parts and/or components shall become the property of I3-Technologies and shall, subject to any other instructions of i3 Technologies, be returned by customer to I3-Technologies within 30 calendar days. Ownership of replaced products, parts and/or components reverts to i3-Technologies upon receipt. If customer fails to return, i3-Technologies shall invoice the replaced product, parts and/or components at list price.

The customer will be held solely responsible for shipping damage that occurs due to the use of any packaging material other than the standard i3-Technologies's packaging. If the Customer no longer has the original packaging, proper packaging can be obtained from i3-Technologies.

The remedies specified in this article shall constitute a customer's sole and exclusive remedy. i3-Technologies makes nor intends to make any other warranties or representations, express or implied, and it expressly excludes and disclaims any and all warranties which may be implied or otherwise created by operation of law including all implied warranties of uninterrupted or error-free use or operation, merchantability and fitness for a particular purpose.



If the Customer submits a warranty claim for faults excluded under this warranty, i3-Technologies reserves the right to charge the Customer for all costs incurred in connection therewith.

The [general terms and conditions of sales of i3-Technologies](#) and for any software the [Terms of Use](#) will be applicable.

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