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**I. General Provisions Applicable to All Hardware****A. Warranties Overview of Promethean Hardware Warranties:**

Promethean offers two types of warranty “ActivCare Standard” and “ActivCare Plus.” The warranties are non-transferrable and apply only to products purchased from Promethean Group companies or its authorised Promethean Channel Partners.

**B. Promethean ActivCare Standard Warranty:**

This is the warranty offering which is automatically provided at no charge for all non-registered Promethean hardware products. The service level and warranty term provided under the ActivCare Standard Warranty varies depending on the product. For an up-to-date list of which service level and which term applies to a particular product, please see the Warranty at a Glance Matrix (a link to the Matrix is provided below). The warranty period for all products starts on the date of purchase of the product from Promethean unless the product is registered via Promethean’s Registration Portal within 90 days of the date of installation or set up in which case the warranty period for those registered products starts on the date of installation or set up. Once products are registered, a certificate of registration is available from the Registration Portal.

**C. Promethean ActivCare Plus Warranty:**

This is the warranty extension and enhancement to the Promethean ActivCare Standard Warranty which may be purchased from Promethean or an authorised Promethean Channel Partner. The service level and warranty term provided under the ActivCare Plus Warranty varies depending on the product. For an up-to-date list of which service level and which term applies to a particular product, please see the Warranty at a Glance Matrix (a link to the Matrix is provided below). ActivCare Plus Warranty requires activation through Promethean’s Registration Portal within 180 days from the date of product installation or set up, otherwise the extension and enhancements will not apply and the warranty will revert to the ActivCare Standard Warranty for the applicable product. The Registration Terms & Conditions can be found in Part V at the end of this document.

For a list of warranty types available, please see the ActivCare Warranty Country List found at <https://www.prometheanworld.com/ActivCareCountryList>

For an up-to-date list of the warranty terms and the service levels which apply for particular products under

each of the warranties please see the Warranty at a Glance Matrix at:

<https://www.prometheanworld.com/ActivCareWarrantyMatrix> which by this reference both documents are incorporated and made part of these Hardware Warranty Terms and Conditions.

## **II. Warranty Service Levels**

Promethean provides three types of service: Return for Repair (RFR); Advanced Replacement Cover (ARC); and On-Site Support (OSS), dependant on which of the two warranty types (ActivCare Standard & ActivCare Plus) apply to the product: For all levels of warranty service, the customer is responsible for contacting Promethean at the time of failure or fault. Promethean Technical Customer Support will then complete a diagnostics process with the customer's co-operation.

For details on Promethean Warranty Support please visit our web page. Please choose the language options for other language support information. The English support link is below.

<https://support.prometheanworld.com>

### **A. Return for Repair:**

1. Once a product has been diagnosed as defective by Promethean Technical Customer Support, Promethean may advise the customer to arrange for the defective product to be de-installed, and appropriately packaged for transit at the customer's own expense to Promethean for repair or replacement. Promethean will advise the customer where the defective product needs to be returned.
2. Delivery and tracking of the defective product to Promethean is the customer's responsibility and it is suggested that a suitable shipper with tracking services be utilised.
3. Following receipt, inspection and approval by Promethean, the product will either be repaired or replaced at the discretion of Promethean and such product will be sent to the customer at Promethean's expense. De-installation of the defective product and re-installation of the repaired or replaced product will be at the customer's own expense.
4. Products provided under warranty as a first time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced, commencing from the date of shipment of the replacement product from Promethean, except in the case of replacement lamps which will have a warranty period of 90 days from the date of shipment.

### **B. Advanced Replacement Cover:**

1. Once a product has been diagnosed as defective by Promethean Technical Customer Support, Promethean may ship, at Promethean's discretion and expense, a replacement product to the customer in advance of the customer sending the defective product back. Promethean will notify the customer how to process the return of the defective product using the pre-paid label included with the replacement product. The customer must arrange for the de-installation of the defective product, package and ship the defective product to Promethean within 30 days of receipt of the replacement part or product. De-installation of the defective product and re-installation of the replaced or repaired product will be at the customer's own expense.
2. If the defective product is not received by Promethean within 30 days of the replacement product being recorded by Promethean as being delivered to the customer, Promethean reserves the right to invoice the customer for the price of the product, shipping charges, and any other incidentals incurred in the provision of the part and the customer agrees to pay such invoice. The cost of the part or product will be determined by Promethean and will be based on the market retail price rate for the same or similar product.
3. Products provided under warranty as a first time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced commencing from the date of shipment of the replacement product from Promethean, except in the case of replacement lamps which will have a warranty period of 90 days from the date of shipment.
4. If a replacement product sent in advance is utilised as part of any other product, defective or otherwise, other than the defective product for which it was originally intended, such replacement product will have no further warranty and any balance left on the warranty term available from the original product sold will not apply.

### **C. On-Site Support:**

1. Once a product has been diagnosed as defective by Promethean Technical Customer Support, Promethean will arrange for a Promethean Service Provider (PSP) to visit the customer on-site at Promethean's cost. Promethean may also ship a replacement product to the customer for the PSP to utilise at their visit. Once the replacement product arrives at the customer site, the customer is liable for the

product's care and condition.

2. The PSP is responsible for de-installing the defective product and re-installing any replacements and for ensuring the product is in full working order before leaving the site.
3. The PSP is also responsible for packaging any faulty products from the customer location for return to Promethean at Promethean's cost.
4. If on arrival at a customer location the PSP is requested to repair a product(s) which does not have the same product details (e.g. serial number and product type), as reported at the time of the diagnosis, the PSP will not be required to complete the repair and Promethean reserves the right to invoice the customer for the call-out charge, and / or parts supplied under the original call / claim as well as any other incidentals incurred in the provision of the part which the customer agrees to pay.
5. Products provided under warranty as a first time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced commencing from the date of shipment of the replacement product from Promethean, except in the case of replacement lamps which will have a warranty period of 90 days from the date of shipment.
6. Any issue that could impact a warranty repair, not specifically stated in these Terms and Conditions, will be examined and determined by the PSP during the on-site risk assessment. The PSP has the final decision on whether the on-site work can be carried out safely.
7. To be able to repair the defective product in a responsible manner the customer's equipment and the site shall be easily accessible including the following criteria: -
  - a) Promethean may request assistance from the customer to move the defective product at the customer's site; the customer must comply, where able;
  - b) If the product is mounted on a wall, it should be no higher than 1.4 m from the floor to the lowest bottom edge of the product;
  - c) The product should be directly accessible, without obstructions of any kind,
  - d) If the product is situated above the ground floor, then the product needs to be accessible by an elevator lift that can contain the packaged replacement product.
  - e) If the product is installed on a third party mount or in a third party display, it must be accessible without the need for specialist tools or equipment;
  - f) Promethean reserves the right not to carry out the warranty service if any of these criteria are not met.

#### **D. Installation:**

Promethean recommends that all its products be installed by a competent installer. Damage caused by substandard installation will be excluded from the warranty; please refer to part III Warranty Exclusions. Promethean will not be liable for any damage to property or bodily injury resulting from improper, faulty or substandard installation.

#### **E. Warranty Logistics:**

1. The customer is responsible for ensuring all replacement products are without visible physical damage at the point of delivery. Any reports of damage must be reported to Promethean Group Companies within seven days.
2. Promethean product deliveries are kerbside delivery only, meaning they will be delivered to the nearest safe point on your property nearest the kerb. You will need to make sure you have sufficient manpower available to move the delivery. The driver will not be able to do this for you.
3. Promethean product collections are from the ground floor communal entrance to the building.
4. For countries that do not accept DDP deliveries (Delivery Duty Paid), Promethean will deliver to either the airport or port closest to the delivery address. It is the customer's responsibility to accept delivery and pay for all customs clearance levies & forward logistics. Promethean will accept a follow on charge for any duties and expenses incurred.

### **III. Warranty Exclusions**

#### **A. No warranty is provided by Promethean in the following circumstances:**

1. Products that have not been purchased by the customer from Promethean or an authorised Promethean Channel Partner;
2. Products that have been modified and/or used as component parts of other products be they Promethean or otherwise;
3. Products used other than in accordance with the Promethean product instructions or manufacturers'

specifications;

4. Products deliberately or accidentally damaged, howsoever caused, including but not limited to misuse; abuse; loss or damage caused by fire, natural disasters, war, acts of violence or riots; the relocation of equipment; products in transit; power failures or fluctuations in power supplies; extreme environment (including extreme temperature or humidity); extreme physical or electrical stress or interference; substandard installation or repair completed by any installer or third party provider; the deliberate defacement of products by etching / writing including, but not limited to post code, name, or other identifier on the product; or failures occurring as a result of incorrect removal / replacement and re-installation of products;
5. Products deliberately or accidentally damaged due to a cleaning regime not in accordance with the cleaning and maintenance instructions supplied by Promethean available from <https://support.prometheanworld.com>;
6. For items such as brackets and fittings which may be included in the packaging and which may be utilised for the affixing of a warranted product;
7. For consumables (other than the projector lamp as set out below in the Miscellaneous Section) including but not limited to batteries, fuses, connectors, trims, buttons, cables, power supply units and pen nibs;
8. For products damaged as a result of their use with third party products or applications; or;
9. For Industry Standard Components within products, should the failure occur outside of international standards relating to the component; and
10. For those products where the serial number has been removed or defaced, as this prevents warranty and ownership identification;
11. Product servicing or repairs not authorised by Promethean.

#### **B. Misrepresentation of Warranty Terms:**

Promethean will not be held liable for any instances where a Channel Partner has misrepresented the terms or levels of service of any warranty provided by Promethean. The customer is responsible for understanding the relevant Promethean Hardware Terms and Conditions that apply to any and all Promethean warranties, prior to purchasing the product. Promethean will not service any warranty claims or service levels offered independently by its Channel Partners or other resellers.

#### **C. Failures related or due to any of the following are not covered by the Promethean Warranty:**

1. Installation, set-up or configuration of the Product including any connection to any WAN or LAN networks;
2. Third party hardware and or software;
3. Third party external cabling;
4. Servicing not authorised by Promethean

#### **IV. Miscellaneous**

1. Replacement product will be of equal calibre to the original product or better but are not required to be new. They may be fully functional refurbished / repaired products.
2. Promethean reserves the right to charge for any services it delivers in servicing a claim which contravene any of these Terms & Conditions. The customer will be notified at the time of the service being booked / ordered if a charge is likely to apply. If at a later date Promethean establishes it has serviced a claim which in actuality was in contravention of the applicable Terms & Conditions, including no fault being found, Promethean reserves the right to invoice the customer for parts, products, labour and other expenses incurred in servicing the claim. In addition to the remedies which Promethean may have as a matter of law, failure to pay the invoice could lead to Promethean refusing to service any future claims from the customer until such time as the invoice is paid.
3. Promethean reserves the right to invoice customer for parts, products, labour, and other expenses incurred in servicing the claim. In addition to the remedies which Promethean may have as a matter of law, failure to pay the invoice could lead to Promethean refusing to service any future claims from the customer until such time as the invoice is paid.
4. Promethean reserves the right to request photographic evidence of the defective product and or of the site where the defective product is located before service commences.
5. Dead on Arrival (DOA) Provision for Customers
  - a) A product qualifies as a DOA if it fails at first use within 10 days of installation or set up and within 120 days of purchase from Promethean Group Companies. If the product is then identified as non-

functional, through a diagnostics process completed by the customer and Promethean Technical Customer Support, then Promethean will replace the defective product according to the Advanced Replacement process outlined in Section II: Warranty Service Levels.

- b) If the first use and failure of the product occurs more than 120 days from purchase of the product, the customer shall be entitled to warranty support for that product in accordance with the Promethean ActivCare Standard Warranty terms.
  - c) Customers will have to arrange re-installation of the replacement product at their own cost.
  - d) In the event that a dispute arises, the Promethean Hardware Warranty Terms and Conditions which are applicable to the country where the product(s) are installed or set up, will apply irrespective of where or from which authorized Channel Partner the relevant product was purchased.
6. Lamps, when first purchased as part of a projector, receive a warranty as outlined in the Warranty at a Glance Matrix found at: - <https://www.prometheanworld.com/ActivCareWarrantyMatrix.pdf> and which by this reference are made part of these Warranty Terms and Conditions.
- i) Replacement lamps will be replaced under the Advanced Replacement Cover service terms. This is subject to operation of the projector within the guidelines and in normal conditions as defined in the user guide for the applicable projector.
  - ii) Registration of a projector or purchase of an enhanced warranty does not extend the warranty term on a lamp beyond the term specified in the Warranty at a Glance matrix.
  - iii) The 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.
  - iv) Projector lamps are consumable items and Promethean provides no guarantee that the expected life will be achieved.
  - v) Lamps purchased separately from the projector receive 90 days RFR warranty only.
7. Products provided as promotional activity, at Promethean's sole discretion, will receive the Promethean ActivCare Standard Warranty applicable to the relevant product and country, starting from the date of shipment from Promethean.
8. The Customer is responsible for:
- I. Providing full and proper details of any fault to Promethean Technical Customer Support and co-operating with the diagnostic process. If the customer fails to follow the Promethean Technical Customer Support diagnostics process, Promethean reserves the right to invoice the customer for the call-out charge, and / or parts supplied under the original call / claim as well as any other incidentals accrued in the provision of the part.
  - II. Removal of personal data from the defective product, as Promethean will not be held responsible for restoring or securing personal data.
  - III. Removal of any non-Promethean hardware, including but not limited to USB memory sticks, PC cards and OPS (Open Pluggable Specification) hardware.
9. Any products, sold by Channel Partners to territories not specifically listed but which may be deemed to be part of a particular listed territory by a customer or parties outside of Promethean, will only be serviced under the Return for Repair service level.

## **V. Registration of Products and Activation of Warranties Terms and Conditions**

1. In order for Promethean to properly service its customers under the ActivCare Plus Warranty offerings, Promethean must obtain information about the customers and the products they have purchased and installed. To capture this information, Promethean enables registration of products and activation of ActivCare Plus warranties via the Promethean Registration Portal. <https://www.prometheanworld.com/registration>
2. It is the responsibility of the registrant to ensure all information provided during the registration process is correct and verified. Should the registered details provided be found to be incorrect, Promethean will view this as a contravention of its Terms & Conditions and may at its sole discretion deem a registration null and void and therefore any and all applicable warranty terms and conditions provided as a result of a registration will also be deemed null and void.
3. Registration of a product via the Registration Portal in no way infers that the installation was completed by a competent installer. Registration of a product on behalf of a customer via the Registration Portal in no way infers ownership of the product by the registering party.
4. Unless otherwise indicated, a registration via the Registration Portal will be presumed to have been done with approval of the registered customer.
5. Registration of products which carry Promethean's ActivCare Warranty must be completed within 90 days from installation or set up and installation must be done within 365 days from date of shipment from Promethean. Activation of Promethean's ActivCare Plus Warranty for the registered product, must be

completed within 180 days of installation or set up and installation must be done within 365 days from date of shipment from Promethean. After this time Promethean may not recognize products as being validly registered. Promethean reserves the right to remove any registrations which are completed in contravention to any of its Terms and Conditions.

Click on the following links for more details: -  
<https://www.prometheanworld.com/warranty>  
<http://registration.PrometheanWorld.com>

## **VI. Legal Terms: Statutory Rights and Restrictions**

Except as set forth in these Warranty Terms and Conditions and to the maximum extent permitted by law, Promethean specifically disclaims all and any express or implied warranties, including without limitation, warranties of merchant ability and fitness for a particular purpose and warranties against hidden or latent defects. In so far as 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 applicable warranty term.

These warranties give you specific legal rights, and you may also have other rights that vary from country, province or state. These limited warranties are governed by and construed under the laws of England.

### **A. Entire Agreement:**

This document and any document referenced herein sets out the entire agreement relating to the terms and conditions of the Promethean Hardware Warranties and supersedes 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 and conditions of and of the Warranty Terms and Conditions 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 these Warranty Terms and Conditions unless made in writing made by an authorised officer of Promethean.

### **B. Severability:**

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

### **C. Limitation of Liability:**

To the maximum extent permitted by law, Promethean is not responsible for direct, indirect, special, incidental, or consequential loss or damage howsoever arising 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, loss of goodwill, loss of business, loss of business opportunity, or loss of reputation.

The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional or gross negligent acts and or omissions or any other loss or damage for which liability may not be limited or excluded as a matter of law.

Unless otherwise required by applicable law, Promethean's total liability under or in connection with these terms and conditions or any warranty claim shall in the case of any enhanced warranty be limited to reimbursement of the costs paid by the customer for any enhanced warranty and otherwise shall be limited to £100.00 (one hundred pounds).