



SMART POWER SWITCH LIMITED WARRANTY

This Smart Power Switch Limited Warranty (“Warranty”) is offered by Planar Systems, Inc. (“Planar”) concerning the Planar Smart Power Switch (referred to as a “Product” or plural, “Products”), subject to the terms and conditions of this warranty statement.

Smart Power Switch Limited Warranty

Planar warrants to the original end user customer who purchases new Planar Products covered by this Warranty from Planar or its authorized dealer or distributor (“Customer”) that, commencing from the date of Planar’s initial shipment of the Product, the Product will be free from defects in material and workmanship for a period of **Two (2) Years** (the “Warranty Period”) under normal use and maintenance, unless it is purchased AT THE SAME TIME as a Planar TVF LED video wall, in which case it will be warranted as an Accessory to the video wall for the same Warranty Period as the TVF LED video wall.

Customer’s sole and exclusive remedy under this limited warranty will be, at Planar’s determination, repair or replacement of any component part or Product according to the process described in this Warranty. Replacement parts or Product may be new or refurbished. If repair or replacement is determined by Planar not to be commercially feasible, Planar will refund a prorated share of the price at which Planar originally sold the Product. The prorated refund will be calculated based on the remainder of the warranty period of the Product and the price at which Planar sold the Product.

In the event Planar discontinues manufacture of the Product, the planned warranty support period will be included as part of the end of production announcement. As used herein, “end user” means use of the Products for your personal use only and excludes resale, rental, lease or transfer of any kind.

Repair & Replacement

Upon discovering a problem with the Product, please follow the procedures below:

1. The Customer or its authorized dealer contacts Planar Technical Support via email or phone, see **Planar Contact Information** below.
2. You must have the model number, serial number and original proof-of-purchase available. Provide the serial number, product model number, purchase date, description of the problem and troubleshooting steps already attempted.
3. Planar Technical Support will attempt to correct any minor issues that might be causing the problem. If Planar is unable to resolve the problem through troubleshooting and confirms this Warranty likely applies, Planar Technical Support will issue a return material authorization (“RMA”) for the defective part or Product, which may be repaired or replaced.
4. If applicable, Customer will:
 - a. Return only the defective part or Product.
 - b. Return the part or Product to the repair location specified by the Planar Service Representative. Clearly mark the RMA number on the shipping box. Verify that the RMA number on the shipping box matches the RMA number for the defective part or Product being returned.
 - c. Customer is responsible for all return shipping charges, including but not limited to freight charges, taxes, duties and insurance.

Warranty Restrictions

The Smart Power Switch Limited Warranty does not include or is limited by the following:

1. Product not purchased from Planar or an authorized Planar distributor or dealer. Product that has been resold, transferred, rented, leased, lost, stolen or discarded. Product that is licensed or loaned for evaluation, testing, or demonstration purposes.
2. Product on which the serial number has been defaced, modified or removed.
3. Rental costs for temporary replacement products.
4. Any third party software or accessory malfunction.
5. Labor or travel costs for installation, set-up, repair, any adjustment to settings, removal, reinstallation or other services.
6. Product that has been used with a video wall manufactured by a party other than Planar.
7. Damage, deterioration or malfunction resulting from:
 - a. Accident, abuse, misuse, neglect, improper ventilation & cooling, adverse environment (e.g., dust), fire, water, lightning or other acts of nature, smoke exposure (cigarette or otherwise), unauthorized product modification, failure to follow instructions supplied with the Product, or operating the Product outside the suggested normal usage conditions stated in the User Guide.
 - b. Installation, removal, disassembly, reassembly, upgrade, repair or attempted repair by anyone other than Planar. Use of supplies or parts not meeting Planar's specifications. Tampering with internal circuitry or removing or replacing any internal components or parts of the Product.
 - c. Any damage to the Product during or due to shipment.
 - d. Causes external to the Product, such as electric power fluctuations or failure.
 - e. Normal wear and tear.
 - f. Customer caused defects, including but not limited to: (i) misuse or damage to drivers, disks or connectors, or software corruption or (ii) scratched/defaced/altered materials; or (iii) failure to follow maintenance procedures as outlined in the Product's User Guide.
 - g. Any other cause not related to a defect in material or workmanship.

Miscellaneous Return Issues

1. Except for few exceptions, Planar will not accept returned part or Product unless the RMA number issued by Planar is shown on the outside of the box.
2. If a part or Product is returned and is determined to be a No Fault Found ("NFF") unit or the part or Product is returned and determined to be excluded from this Warranty, Planar reserves the right to invoice the Customer for any costs incurred by Planar.
3. It is the responsibility of the Customer to properly package the defective part or Product and ship it to the address provided by the Planar Customer Service representative with the RMA number prominently displayed. If the defective Product is not properly packaged and is damaged in transit during its return to Planar, the Customer may be charged for either the repair costs, if repairable, or the MSRP of a replacement product.
4. Shipment delivery time and availability may vary based on origin and destination. Planar is unable to deliver to PO Box and APO/FPO Box addresses.
5. Replacement parts or Product will assume the remainder of the original Product's warranty or 30 days from the date of shipment, whichever is longer.
6. Customer agrees to retain the replacement part or Product delivered by Planar and that the returned defective part or Product becomes the property of Planar.

Planar Contact Information

Regions	Expanded Product Service Plans and Professional Service Options	Technical Support and Warranty Questions
North America	Call: +1 855-748-8199 Toll free: 1-866-PLANAR-1 (1 866 752 6271) Email: sales@planar.com	Call: +1 503 748 5799 Toll free: 1-866-PLANAR-1 Email: support@planar.com
Latin America	Call: +55 41 3059 5100 Email: contato@leyard.com.br	Call: +55 41 99109 8993 Email: sac.brasil@leyardgroup.com
Europe, Middle East & Africa	Call: +421 918 436 961 Email: sales.emea@leyardgroup.com	Call: +421 513 213 213 Email: support-emea@leyardgroup.com
Asia, Australia & New Zealand	Call: +86 755 29671180 Email: asia@leyard.com	Call: +852 2326 0228
Japan	Call: +81 3 6915 2768 Email: salesjp@leyard.com	Call: +81 6915 2768

For additional information or the name of the nearest Planar service center, visit www.planar.com/support or contact your Planar distributor, reseller, dealer or contact Planar directly.

Exclusion of Other Warranties

PLANAR PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. PLANAR EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PLANAR WILL NOT BE LIABLE FOR ANY VERBAL OR WRITTEN WARRANTIES OR ASSURANCES MADE BY A PLANAR EMPLOYEE OR AUTHORIZED PLANAR DEALER/DISTRIBUTOR THAT CONFLICTS WITH OR ENHANCES THE WRITTEN WARRANTY IN THIS DOCUMENT.

Limitation of Liability; Exclusion of Damages

PLANAR'S MAXIMUM AGGREGATE LIABILITY UNDER THIS WARRANTY IS LIMITED TO ONE OF THE FOLLOWING REMEDIES: (1) REPLACEMENT WITH A SIMILAR NEW OR REFURBISHED PRODUCT, OR (2) REFUND OF A PRORATED SHARE OF THE PRICE PLANAR SOLD THE PRODUCT IF REPLACEMENT OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE IN PLANAR'S SOLE OPINION.

PLANAR WILL NOT BE LIABLE FOR DAMAGE TO OTHER PROPERTY OR FOR DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, ANY LOSS, CORRUPTION OR MISUSE OF DATA OR OTHER INFORMATION, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL OR FINANCIAL LOSS, EVEN IF PLANAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

PLANAR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ANY OTHER TYPE OF DAMAGES, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, PRODUCT LIABILITY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

PLANAR WILL NOT BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY. NOTHING IN THIS WARRANTY LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

Effect of Local Law and Warranty Revisions

This limited warranty gives you specific legal rights, and you may have other rights that vary from locality to locality. Some localities do not allow limitations on implied warranties or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This Smart Power Switch Limited Warranty applies only to Products purchased on or after the effective date of this Warranty. Planar reserves the right to change the terms of this Warranty. Such changes will apply to Products purchased on or after the effective date of the revised warranty.