



## Limited Warranty and Support Terms

Thank you for purchasing DisplayTen Products. Please keep these important terms and conditions document in a safe place, as these will be needed at the time of Claim. These Limited Warranty and Support Terms are an agreement between DisplayTen Inc. and you. Please read them carefully. BY ACCEPTING SHIPMENT OF YOUR DISPLAYTEN INTERACTIVE PRODUCTS PURCHASED FROM AN AUTHORIZED SELLER (THE "HARDWARE PRODUCT") OR BY ACCEPTING OUR PERFORMANCE OF HARDWARE PRODUCT SUPPORT, YOU AGREE TO THESE TERMS.

### A. WARRANTIES.

Customer shall be entitled to warranty coverage solely as identified below.

- 1. Limited Hardware Warranty.** DisplayTen warrants that the Hardware Product, will perform substantially as described in the applicable Hardware Product documentation for a period as follows from the **8th day** after the Hardware Product is shipped to Customer (the "Limited Hardware Warranty Term"). Customer must (i) provide notice to DisplayTen during the Limited Hardware Warranty Term, and (ii) upon request, provide proof of purchase including serial number of the Hardware Product and date of purchase. This Limited Hardware Warranty only applies if you have made full payment for the Hardware Product and only covers those defects that arise as a result of normal use of the Hardware Product. See **Item F** for a list of DisplayTen products and corresponding warranty periods.
- 2. Warranty Exclusions.** This Limited Hardware Warranty does not apply to (a) software, (b) Hardware Product that has been damaged by Customer negligence; abuse; accident; act of God; misuse; misapplication; incorrect line voltage, fluctuations and surges; failure to follow operating instructions; or improper installation, (c) Hardware Product that has been modified or had its seals broken or serial number removed or defaced, or (d) damages or injury related to the improper installation or placement of the wall mount to which the Hardware Product is attached or to the Customer's selection and use of any Third-Party Stand. For sake of clarity, the Customer is responsible for proper installation and placement of the wall mount for the Hardware Product, and for Customer's selection and use of any Third-Party Stand. The warranty exclusion contained in subparagraph (d) above does not apply to damages or injury unrelated to the installation or placement of the wall mount to which the Hardware Product is attached or to the Customer's selection and use of any Third-Party Stand.
- 3. Backup.** If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver you product for warranty service it is your responsibility to keep a separate backup copy of the contents, remove all personal information. And data that you want to protect and disable security passwords. THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA RE-FORMATTED IN THE COURSE OF WARRANTY SERVICE. Your product or a replacement product will be returned to you as your product was originally configured when it was purchased, subject to applicable updates.
- 4. No Other Warranties.** The express warranty stated in this Section A is the only express warranty to Customer and is provided in lieu of all other express or implied warranties and conditions (if any) including any created by any other statements, documentation or packaging. No other warranties or conditions are made with respect to the Hardware Product or the Limited Hardware Warranty by any person, including but not limited to DisplayTen and its suppliers. No other information (oral or written) or suggestions given by DisplayTen, its agents or suppliers or its employees, shall create a warranty or condition or expand the scope of the Limited Hardware Warranty stated in Section A. Also, there is no warranty or condition of title, quiet enjoyment, or non-infringement in the Hardware Product. Customer may have greater rights existing under legislation in Customer's jurisdiction. Where any term of the Limited Hardware Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Hardware Warranty shall remain in full force and effect.

### B. HARDWARE PRODUCT SUPPORT.

DisplayTen offers the following types of support for the Hardware Products. Some Support Services may be provided by a DisplayTen contractor. To obtain the support, Customer must open a service ticket through <http://support.DisplayTen.com>. Following a diagnostics call with DisplayTen's Customer Support, DisplayTen will assign the proper product support as



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follows.

**Customer Cooperation.** Customer agrees to cooperate with DisplayTen: (a) to notify DisplayTen promptly of any defect, error or Hardware Product malfunction and to submit to DisplayTen such information that DisplayTen may reasonably require to reproduce the error or Hardware Product malfunction and the operating conditions under which the error or Hardware Product malfunction was discovered; (b) to install, if requested by DisplayTen and within Customer security guidelines, a network connection that will be made available to DisplayTen for the purpose of resolving problems, reviewing Customer use of software, or for any other reasonable purpose, and (c) to notify DisplayTen of any additional hardware or software not purchased from DisplayTen that may be used in conjunction with the Hardware Product.

- 1. Advance Replacement Support.** DisplayTen will place equivalent replacement parts in the mail for shipment to Customer's address of record at DisplayTen's expense. Customer is responsible for installing replacement parts, packaging the defective Advance Exchange Hardware parts in the same packaging the Advance Replacement Hardware parts were received, and making arrangements with DisplayTen within five (5) business days for the return of the defective Advance Replacement Hardware to DisplayTen by the shipping method provided by DisplayTen. Advance Replacement Hardware not returned within 15 business days will be billed to Customer at current DisplayTen prices
- 2. Return for Repair.** Once the product or parts is declared faulty, a new product will be shipped to you at no charge. The faulty product should be returned at the customer's expense to DisplayTen before the new product is shipped.
- 3. Onsite Repair.** A DisplayTen resource will contact Customer to schedule a mutually agreed upon service date. The DisplayTen resource will arrive at the Customer site at the prescribed date and time to service the Hardware Product. This option is available only in certain countries.
- 4. Customer Self Repair.** DisplayTen products are designed with many Customer Self Repair parts to minimize repair time and allow for greater flexibility in performing defective parts replacements. If during the diagnosis period, DisplayTen Support identifies that the repair can be accomplished by the use of a self repair parts, DisplayTen will ship that part directly to you for replacement.
- 5. Consultation and Problem Resolution.** For issues other than those covered by the Limited Software Support outlined above in Section A(3), DisplayTen shall provide consultation to Customer via email or telephone during normal business hours to permit Customer to report problems and seek assistance in the use of the Hardware Product. DisplayTen shall assist Customer in the diagnosis of Hardware Product issues. Customer acknowledges and agrees that to the extent that repair and/or replacement involves costs not covered under Advance Replacement Support, Return for Repair, or Onsite Repair Support (including, but not limited to, express shipping), Customer is responsible for all such costs.

### C. SUPPORT TERMS

- Besides the standard one (1) year of Limited Warranty and Support in this agreement, DisplayTen also offers various extended warranty and support plans for additional fees that will be due upon the initial purchase of each Hardware Product. You may talk to an Authorized Seller for options available.
- Any replacement Hardware Product may be either new or like-new, provided it has functionality at least equal to that of the Hardware Product being replaced.
- Support for Hardware Products is dependent upon the availability of resources and materials. DisplayTen will use commercially reasonable efforts to make necessary resources and materials available.
- Consultation and Problem Resolution is provided in conjunction with Advance Replacement Support, Return for Repair, On-site Repair and Customer Self Repair.
- Customer is responsible for any work necessary to prepare the site for Hardware Product installation.

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6. Customer is responsible for disposing of any packaging debris, connecting the Hardware Product to the Customer's network or other hardware peripherals (e.g., enclosures, printers, cameras, etc.) and setting necessary passwords.
7. DisplayTen will use ground shipping to ship Hardware Product to Customer.
8. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** Customer can recover from DisplayTen and its suppliers only direct damages up to the amount Customer paid. Unless otherwise provided under any local law applicable to you, Customer cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to
  - o Anything related to the Hardware Product or Limited Hardware Warranty;
  - o Hardware Product Support; and
  - o Claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
  - o It also applies even if DisplayTen knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to Customer because Customer's country may not allow the exclusion or limitation of incidental, consequential or other damages.

### E. Miscellaneous

1. **Entire Agreement.** This Agreement constitutes the parties' entire Agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. Any terms and conditions, maintained by Customer or its affiliates or contained in any purchase order will not apply. This Agreement may be amended only in writing when signed by both parties.
2. **Applicable Law.** Delaware state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
3. **Termination.** Either Party may terminate this Agreement if the other Party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. You agree to pay all fees for Support Services performed and expenses incurred prior to termination. The sections regarding confidentiality, no warranties, limitations of liability, termination, and miscellaneous of this Agreement, will survive any termination or expiration of this Agreement.
4. **Validity.** This warranty is valid only in the following countries: United States and Canada.

### F. DisplayTen Product Warranty List

#### Products with 1-year Warranty Period:

- DTEN Board
- DTEN Share
- DTEN Core Box
- On-Board Android Computer

#### Products with 90-day Warranty Period:

- Accessories
- Optional PC Module
- Software Support

\* Note some products may not be available to your region



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### G. Warranty Extension Plans

Product Name	2 Years Plan	3 Years Plan
DTEN Board 55"	USD \$599	USD \$899
DTEN Board 70"	USD \$799	USD \$1,199
DTEN Board 84"	USD \$1,099	USD \$1,499

If you have questions, please contact us at [support@displayten.com](mailto:support@displayten.com).

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