

# **Elite Screens Limited Warranty Policy**

# 1. What is Covered:

Elite Screens, Inc. ("Elite Screens") warrants its products to the first retail purchaser, if purchased new, from an authorized dealer/reseller, and operated in the United States or Canada, to be free from defects in workmanship and materials (except as provided below) for a period of (2) years from the date of original purchase, and (3) years for products purchased directly by educational, non-profit, religious or government organizations.

During the warranty period, customers in Canada, Hawaii, Alaska and Puerto Rico are covered for parts and replacement screens at no charge only, others like freight, duty are not covered. Please be advised that Elite Screens is not able to issue call tags (carrier pick-ups – prepaid labels) outside of the 48 continental states.\*Canadian customers, please be advised that the warranty covers items that need to be replaced, however, you will be responsible to cover the cost for the shipment of parts and replacement screens, plus taxes and duties imposed by customs.

- Refurbished products purchased directly from Elite Screens are warranted for a period of (90) days from the date of original purchase.
- For warranty service, you must provide proof of purchase and the serial number of your product.
- Please contact your dealer for the warranty policy allotted with your purchase as the warranty period varies by region.

**Please Note a Change in Policy:** As of 3/5/2015 Elite Screens can no longer ship replacement screens under warranty for LTL packages (packages that are greater than 108" in length) to Canada. If you live in Canada and your screen was damaged during shipment or if you need warranty support, please contact your local distributor or reseller for service.

# 2. How to Get Service:

Should this product prove defective during the warranty period, please visit <u>Warranty</u> <u>Technical Support Request Form</u> and submit a warranty claim form. You must provide your proof of purchase, the serial number of your product, and describe the problem you are experiencing with your screen. An Elite Screens representative will determine whether the product requires service, and provide you with further instructions on how to proceed with your warranty claim.

### 3. Missing Parts:

If your product is missing parts, Elite Screens will, at its option, replace the part without any charge, including shipping and handling (US Only), provided that you report your claim within (7) days of receipt. If you report your claim after (7) days of receipt, but within (30) days of receipt, Elite Screens will, at its option, replace the part without charge, but you will bear the cost of shipping and handling. If you report your claim after (30) days of receipt, you will bear all costs to replace the part. \*Canadian customers, please be advised that the warranty covers items that need to be replaced, however, you will be responsible to cover the cost for the shipment of parts and replacement screens, plus taxes and duties imposed by customs.

#### 4. Returns and Exchanges:

If a return is needed, Elite Screens will issue you a Return Merchandise Authorization ("RMA") Number. This number is valid for (15) days from the date of issue, and is required to process any returns. A returned item sent to Elite Screens without a *visible* or valid RMA Number is subject to refusal by Elite Screens. You are responsible for the cost of returning the item and ensuring the product is properly packaged to prevent damage in transit. **Improper packaging of the product can seriously damage the screen and will not be covered under warranty.** Once a returned product is received, Elite Screens will, at its option, replace the product or part without charge, including ground service freight. The replacement product or part may be new or refurbished to the Elite Screens standard of quality, and is subject to stock availability. Elite Screens' liability for replacement of the covered product will not exceed the original retail selling price of the covered product. Exchange products and parts assume the remaining warranty period of the original product covered by this limited warranty.

#### 5. What is Not Covered:

This warranty is not transferable and does not cover product purchased by another end user. This warranty does not cover incidental damages, such as loss of time, loss of use, or installation costs of defective, repaired or replaced product. This warranty does not cover product that has been damaged or rendered defective as a result of (a) neglect, abuse or misuse; (b) modification of the original product; (c) improper use or installation of products not manufactured by Elite Screens; (d) service provided by anybody other than Elite Screens; (e) abnormal mechanical or environmental conditions; (f) unusual physical or electrical stress -including failure or fluctuation of electrical power, lighting, static electricity, fire, tornadoes, or other natural disasters.

In the event that the product requires warranty repair, the following conditions apply.

- During the first ninety (90) days from the purchase date each party is responsible for shipping one way.
- After ninety (90) days from the purchase date, customer is responsible for shipping both ways.
- Elite Screens reserves the right to repair or replace the product.

During the warranty period, customers in Canada, Hawaii, Alaska and Puerto Rico are covered for parts and replacement screens at no charge only. Transportation expenses, customs fees, taxes and duties are not covered. Elite Screens does not warrant against freight damage, concealed or otherwise, unless product is shipped directly from an Elite Screens facility. You must contact the vendor and the delivering carrier to report freight damage within (7) days of receipt. Failure to report freight damages within the carrier's guidelines may result in you bearing all costs. THIS LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ELITE SCREENS, INC. DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY. ELITE SCREENS. INC. SHALL NOT BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING DIRECT. SPECIAL. INCIDENTAL OR CONSEQUENTIAL DAMAGES. RESULTING FROM THE USE OR INABILITY TO USE THE ELITE SCREENS PRODUCT, OR FOR LOST DATA OR LOST SOFTWARE WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATION MAY NOT APPLY. In Canada, warranties include both warranties and conditions. Some jurisdictions do not allow limitations on how long an implied warranty lasts and some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

# 6. Enhanced Warranty Program "ENR-G®" for Educational, Non-Profit, Religious, or Government/Military organizations:

#### USA

The new ENR-G® program extends Elites current 2-year warranty for US customers to 3-years for any purchases made by Educational, Non-profit, Religious or Government/Military organization. This means that Elite's professional staff and company resources are available to handle the warranty needs of these valuable channels for up to 50% longer than our regular warranty plan.

#### Canada

The new ENR-G® program extends Elites current 2-year warranty for Canadian customers to 3-years for any purchases made by Educational, Non-profit, Religious or Government/Military organizations. This means that Elite's professional staff and company resources are available to handle the warranty needs of these valuable channels for up to 50% longer than our regular warranty plan. Added sales incentives are also available as part of the ENR-G® discount program for resellers, distributors and integrators. The ENR-G5 discount is calculated as 5% off for all qualifying customers as an incentive for additional purchases that occur in a window between 30-days and 36-months from the date of the original sale. The program has a dual purpose of granting our resellers an opportunity to increase their sales margins while offering a discount incentive to ENR-G® customers at the same time.

#### 7. International Warranty:

Elite Screens does not provide warranty coverage outside of USA and Canada. Warranty coverage in Canada does not include Freight and Duty. Elite Screens International Warranty will be provided directly by Elite Screens International Distributors. Please contact the Authorized Reseller or Distributor for more information on warranty coverage, terms and conditions.