



3YR Return to Base (RTB) Warranty Terms and Conditions

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II. General Provisions Applicable

A. Boxlight EMEA Warranty:

The Boxlight UHD Interactive Device comes with a manufacturer's 3 Year RTB warranty as standard which is provided at no extra charge for as long as the product is bought and registered direct with the Boxlight Group Limited with the product serial number and proof of purchase from Boxlight Group Limited. This non-transferable limited warranty is provided to the original end user/purchaser.

B. Return for Repair:

1. Following final confirmation from the Boxlight Customer Care team that the product has been diagnosed as defective, the Boxlight Group Limited may advise the customer to arrange for the defective product to be de-installed, appropriately packaged and returned at the customer's own expense to the Boxlight Group Limited in the UK who will confirm details of the Service Provider for repair or replacement.
2. Delivery and Tracking of the defective product to the Boxlight Group Limited or the Service Provider 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 the Boxlight Group Limited or the Service Provider, the product will either be repaired or replaced at the discretion of Boxlight Group Limited and such product will be resent back to the customer at Boxlight Group Limited's expense. De-installation and re-installation of the repaired or replaced part or 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 Boxlight Group Limited, Warranty Logistics:
 1. The customer is responsible for ensuring that all replacement products are without visible physical damage at the point of delivery. Any reports of damage must be reported to Boxlight Group Limited or the Boxlight Trusted Partner within seven days of delivery.
 2. Product delivery can be arranged to a specific location at the site. Specific delivery information must be made known at the time the warranty service ticket is logged.
 3. Product collection can be made from a specific location at the site. Specific collection information must be made known at the time the warranty service ticket is logged.

III. Warranty Exclusions

A. No warranty is provided by Boxlight Group Limited in the following circumstances:

1. Products that have not been purchased by the customer from Boxlight Group Limited or a Boxlight Trusted Partner;
2. Products that have been modified and/or used as component parts of other products be, they Boxlight Group Limited or otherwise;
3. Products used other than in accordance with the Boxlight 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;
6. For items such as brackets and fittings which may be included in the Boxlight packaging and which may be utilised for the affixing of a warrantied product;
7. For products damaged as a result of their use with third party products or applications; or;
8. For those products where the serial number has been removed or defaced, as this prevents warranty and ownership identification;
9. Product servicing or repairs not authorised by Boxlight Group Limited or its Service Provider.

B. Misrepresentation of Warranty Terms:

Boxlight Group Limited will not be held liable for any instances where the Seller has misrepresented the terms or levels of service of any warranty provided by Boxlight Group Limited. The customer is responsible for understanding the relevant Boxlight Group Limited Terms and Conditions that apply to all warranties, prior to purchasing the product. Boxlight Group Limited will not service any warranty claims or service levels offered independently by other parties.

C. Failures not covered by the Boxlight 3 YR RTB 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 or devices;
4. Servicing not authorised by Boxlight Group Limited

D. Miscellaneous

1. Replacement product will be of equal calibre to the original product or better, but they are not required to be new. They may be fully functional refurbished / repaired products.
2. Boxlight Group Limited reserves the right to charge for any services it delivers in servicing a claim which contravene any of these Boxlight Warranty 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 Boxlight Group Limited establishes that it has

serviced a claim which in actuality was in contravention of the applicable Boxlight Warranty Terms & Conditions, including no fault being found, Boxlight Group Limited 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 Boxlight Group Limited may have as a matter of law, failure to pay the invoice could lead to Boxlight Group Limited refusing to service any future claims from the customer until such time as the invoice is paid.

3. Boxlight Group Limited 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.
4. Dead on Arrival (DOA) Provision for Customers
 - i. A product qualifies as a DOA if it fails at first use within 5 working days of installation. If the product is then identified as non-functional, through a diagnostics process completed by the customer and Boxlight's Service Agents, then Boxlight will replace the defective product.
 - ii. If the first use and failure of the product occurs more than 30 days from purchase of the product, the customer shall be entitled to service support for that product in accordance with the Boxlight Warranty Terms and Conditions. The customer should contact the Boxlight Service Team at customer.care@boxlight.com. A copy of the Boxlight User Manual providing user instructions is available on our website at <http://global.boxlight.com>
 - iii. Products provided as promotional activity, at Boxlight's sole discretion, will receive the Boxlight Warranty starting from the date of delivery.

The Customer is responsible for:

1. Providing full and proper details of any fault to the Boxlight Service Support Team via the online Service Support Portal and co-operating with the service support team through the diagnostic process. If the customer fails to follow the Boxlight Service Support Team diagnostics process, Boxlight Group Limited 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.
2. Removal of any data from the defective product, as Boxlight Group Limited will not be held responsible for restoring or securing any data.
3. Removal of any non-Boxlight hardware and cabling, including but not limited to USB memory sticks and OPS (Open Pluggable Specification) devices.

E. Legal Terms: Statutory Rights and Restrictions

Except as set forth in these Boxlight 3YR RTB Warranty Terms and Conditions and to the maximum extent permitted by law, Boxlight Group Limited 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 Boxlight Group Limited 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.

F. Entire Agreement:

This document and any document referenced herein sets out the entire agreement relating to the terms and conditions of the Boxlight Warranties and supersedes any prior agreements, arrangements or representations regarding the product including any representations made in Boxlight sales literature or advice given to you by Boxlight Group Limited or any employee of Boxlight Group Limited or any reseller, business partner, partner or distributor of Boxlight Group Limited. No reseller, business partner, partner or distributor of Boxlight Group Limited is authorised to make or agree any modification, extension, addition or variation to the terms and conditions of and of the Boxlight 3YR RTB 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 Boxlight Group Limited. No change may be made to these Warranty Terms and Conditions unless made in writing made by an authorised officer of Boxlight Group Limited.

G. Severability:

If any provision of these Boxlight 3YR RTB 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 Boxlight Group Limited shall immediately commence good faith negotiations to remedy that invalidity.

H. Limitation of Liability:

To the maximum extent permitted by law, Boxlight Group Limited 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 Boxlight, 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.

Boxlight Group Limited shall not be liable for the loss or destruction of data or media resulting from the use or service of this product whether due to virus issues or otherwise. Failure to secure all programs and data contained in or affected by the product or to maintain the confidentiality of data stored on the product.

Except for the warranties and conditions detailed herein, Boxlight Group Limited disclaims all other warranties express, implied or statutory, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. Implied warranties that may be imposed by applicable law are limited to the terms of this limited warranty.

I. Governing Law

These terms and conditions are governed by the laws of the United Kingdom. Any disputes or differences arising out of these terms and conditions (or in relation to any Confirmed Order) shall be subject to the exclusive jurisdiction of the applicable courts located in the United Kingdom.