



Global Hardware Warranty Terms & Conditions

These terms and conditions are offered by Promethean Limited with registered offices at Lower Philips Road, Blackburn, Lancashire, BB1 5TH, United Kingdom.

These terms and conditions and any dispute arising under or which is related to these terms and conditions will be governed by English law and you consent to the exclusive jurisdiction of the courts of England.

I. DEFINITIONS

“Accredited Installer” or “Certified Installer” means an installer who has passed the criteria for accreditation as determined by Promethean to install the Products or parts and such criteria may be revised from time to time in Promethean’s sole discretion.

“Advanced Replacement” means on determining the Defective Product and if the fault cannot be rectified by a suitably competent person at Customer Location and once determined as required, Promethean will ship at Promethean’s expense a replacement part / Product to the Customer in advance of requesting the Defective Product back. The Customer must de-install the Defective Product, package and ship to Promethean within 30 days of receipt of the replacement part or Product. De-installation, re-installation / replacement of part or Product will be at the Customer’s own expense.

“Channel Partner” means an authorised distributor, reseller, business partner or partner of Promethean. From time to time Promethean itself will be acting as a Channel Partner and this definition covers these instances as well.

“Consumables” means disposable items, parts or components of a Product which are inherently subject to deterioration and wear out during the normal operation of a Product.

“Customer” means the first purchaser of the Product registered in Promethean’s Global Installation Database (“GID”) or End-User Registration Service (“EUR”) or the legal entity which purchases the Product not for the purpose of reselling or selling to another party.

“Customer Location” means the address of the location of the Product or part on first installation as evidenced by Promethean’s GID or EUR.

“Date of Installation” means the date of installation of Products as recorded on the GID or EUR and which may need to be proven to Promethean by Customers from time to time. In the case of indeterminable date of installation or in other instances where the date of installation is in excess of 6 months from shipment of the Product from Promethean, Promethean reserves the right to record and set this date as 6 months from the date of shipment of the Product from Promethean to the Customer or the Channel Partner as the case may be.

“Date of Purchase” means the date on the invoice of the Product or part provided by the Channel Partner to the Customer.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



“Date of Registration” means the date recorded in Promethean’s **GID** or **EUR** when mandatory information has been correctly provided by Registrar and the registration is confirmed as submitted to Promethean.

“Defective Product” means a Product or component part of a Product which is defective during the Warranty Term.

“End-User Registration” or “EUR” means the online mechanism which Promethean provides for representatives of organisations to record the installation of Product (s) and the activation of Enhanced Warranty /Enhanced Warranties at a Customer Location. Availability of the EUR may be restricted or made available in certain territories at Promethean’s sole discretion. Where the EUR is not available, the Global Installation Database or **“GID”** is the alternative method which must be used to register Products or activate Enhanced Warranties. The EUR may have varying capabilities and allow varying entitlements depending on the territory for which it is made available.

“Enhanced Warranty /Enhanced Warranties” means Warranty Service Levels and Warranty Terms provided as part of Promethean **ActivCare Plus** which is purchased by the Customer to extend the Warranty Term or improve the Warranty Service Level from the Standard Warranty or Promethean **ActivCare**.

“Enhanced Warranty /Enhanced Warranties Activation” means the process whereby the Customer must register the Product to which they wish the Enhanced Warranty to apply and to then enter the Enhanced Warranty Activation Code against that Product. In instances where the Product is already registered, the Customer must enter the Enhanced Warranty Activation Code against that Product.

“Enhanced Warranty Activation Code” means the sequence of numbers provided on the Promethean Enhanced Warranty Activation card which must be entered correctly against the registered Product to which the Customer wishes the Enhanced Warranty to apply.

“First-Use” means the first attempt to activate / utilise the Product which will be determined as the date of installation as recorded on the **GID** when the Product is registered by a Certified Installer or Accredited Installer. In the case of non-registered installations, installations completed by a non-Certified or Non Accredited Installer or in the case of Products which cannot be registered, First-use will be deemed to have taken place within 10 days from the date of installation or purchase of the Product, proof of which will be required to enact this provision.

“Global Installation Database” or “GID” means the online mechanism which Promethean provides for Certified Installers, Accredited Installers and Registered Installers to record the installation of Product (s) and the activation of Enhanced Warranty /Enhanced Warranties at a Customer Location. Availability of the **GID** may be restricted or made available in certain territories at Promethean’s sole discretion. Where the **GID** is not available, the End User Registration or **“EUR”** is the alternative method which must be used to register Products or activate Enhanced Warranties. The **GID** may have varying capabilities and allow varying entitlements depending on the territory for which it is made available.

“On-site Support Services” means on determining the fault, assuming the fault cannot be rectified by a suitably competent person at Customer Location and once determined as required, Promethean will arrange for a PSP to attend at the site to repair or replace the Defective Product.

“Product(s)” means all Promethean hardware Products sold to the Customer by Promethean, or by a Channel Partner.

“Promethean” means Promethean Limited.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



“**Promethean ActivCare Warranty**” is defined in Section II (A)(2) herein.

“**Promethean ActivCare Plus Warranty**” is defined in Section II (A)(3) herein.

“**Promethean Service Provider**” or “**PSP**” means suitably qualified third party providers whom Promethean have deemed as possessing the core competencies and whom Promethean may use from time to time for the purposes of completing repairs, returns and replacements or any other work required to deliver services as determined by Promethean.

“**Promethean Standard Warranty**” is defined in Section II (A)(1) herein.

“**Promotional Activity**” means Products, services or any additional Terms and Conditions which Promethean may offer from time to time for a limited period of time, as part of a particular territory’s offering or to a particular Customer or Channel Partner as part of its business activity. Any promotional terms and conditions will apply only to those Products or services to which the promotional activity refers to at the time of the activity being introduced.

“**Proof of Purchase**” means a copy of the invoice from Promethean’s Channel Partner showing the date of purchase of the Products or parts in question.

“**Registrar**” means the entity or individual who is completing a Product registration or Enhanced Warranty Activation on behalf of the Customer with the Customer’s prior approval. It is possible in certain instances for the Registrar and the Customer to be one and the same.

“**Registered Installer**” means an installer that has been provided access to the GID by Promethean but has not completed the Promethean certification or accreditation process and therefore although they are able to access the GID they are neither Certified nor Accredited.

“**Return for Repair**” or “**RFR**” means on determining the Defective Product, and if the fault cannot be rectified by a suitably competent person at Customer Location and once determined as required, Promethean may advise the Customer to de-install the Defective Product, appropriately package it for transit and ship back at the Customer’s own expense to Promethean for repair or replacement. Following receipt and inspection by Promethean, Promethean will then send a replacement part or Product to the customer at Promethean’s expense but re-installation of the replacement part or Product will be at the Customer’s own expense

“**Warranty**” or “**Warranties**” means one of the following offered by Promethean: the Standard Warranty, the Promethean ActivCare Warranty, or the Promethean ActivCare Plus Warranty, as referenced herein.

“**Warranty Service Level**” means the various levels of service which Promethean provides as part of their Standard Warranty, Promethean ActivCare or Promethean ActivCare Plus warranties (as outlined in “Promethean Warranties” below) and will refer to Return for Repair or Advanced Replacement or On-Site Support services as outlined in the section entitled “Warranty Service Levels” below . It may also include any other warranty services Promethean may offer from time to time to provide for warranty related repairs or replacements

“**Warranty Start Date**” means the date when the Warranty Term commences and is defined as follows:

In the case of Standard Warranty the Warranty Start Date for the Warranty Term will be from the Date of Purchase of the Product by a Customer from a Promethean Channel Partner.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



In the case of registered Products under Promethean ActivCare, the Warranty Start Date will be from the Date of Installation as correctly recorded within the EUR or GID.

In the case of Enhanced Warranty / Enhanced Warranties under Promethean ActivCare Plus the Warranty Start Date for the Warranty Term will be from the Date of Installation of the Product against which the Enhanced Warranty is being activated assuming the activation takes place within 180 days of installation of the Product. If activation is attempted after 180 days of installation, the activation will not be viewed as complete and the relevant Standard Warranty of the Product / Products will apply.

“**Warranty Term**” means the period of time within which a warranty claim can be made for a Product and its component parts (except Consumables) starting from the Warranty Start Date and lasting the length of the Warranty Term. The Warranty Term will vary according to the type of Product and the type of Warranty attached to that Product to which a claim relates. For an up to date list of the Warranty Terms which apply for particular Products under each of the three Warranties (Standard Warranty, Promethean ActivCare Warranty or Promethean ActivCare Plus Warranty) please visit [our warranty pages](#).¹

II. GENERAL PROVISIONS APPLICABLE TO ALL WARRANTIES HEREIN

A. Overview of Promethean Warranties:

Promethean offers 3 types of warranties depending on whether you have registered your Products or not and if you have purchased an Enhanced Warranty(ies).

1. Promethean Standard Warranty. Promethean Standard Warranty applies to all Products. This warranty provides a 1 year Warranty Term from the Warranty Start Date. Under the Standard Warranty all Products receive the Return for Repair Warranty Service Level as outlined in the Warranty Service Level section. The Standard Warranty is subject to all of the terms and conditions herein with the exception of those that apply specifically to the ActivCare and ActivCare Plus Warranties.
2. Promethean ActivCare Warranty. On registering your Products pursuant to the Terms and Conditions for Registration of Products and Activation of Warranties found [here](#)², the Promethean ActivCare Warranty applies and Products receive an extension to the Standard Warranty Term, subject to a valid registration, starting from the Warranty Start Date. These warranty extensions are subject to the Standard Warranty Terms & Conditions set forth herein as well as those Terms & Conditions defined as Promethean ActivCare Terms & Conditions set forth herein.
3. Promethean ActivCare Plus Warranty. Promethean also offers an Enhanced Warranty or Enhanced Warranties and these are referred to as Promethean ActivCare Plus Warranties which can be purchased by customers to improve both the Warranty Service Level and Warranty Term that Products are entitled to. Enhanced Warranty / Enhanced Warranties or Promethean ActivCare Plus warranties are subject to the Standard Terms & Conditions, Promethean ActivCare Terms & Conditions and those Terms & Conditions outlined herein as Promethean ActivCare Plus Terms & Conditions.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



For an up to date list of the warranty entitlements for particular Products under Standard Warranty, Promethean ActivCare Warranty or Promethean ActivCare Plus Warranty please visit [our warranty pages](#).¹

B. Statutory Rights and Restrictions

FOR PERSONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS OF THESE WARRANTIES ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, PROMETHEAN'S LIABILITY IS SO LIMITED, AT ITS SOLE DISCRETION TO REPLACEMENT OR REPAIR OF THE PRODUCT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE WARRANTIES AND THE REMEDIES SET FORTH IN THIS DOCUMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES AND CONDITIONS WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PROMETHEAN SPECIFICALLY DISCLAIMS ALL AND ANY 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 STATE TO STATE (OR BY COUNTRY OR PROVINCE). THESE LIMITED WARRANTIES ARE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF ENGLAND.

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 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.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, PROMETHEAN'S TOTAL LIABILITY WITH RESPECT TO A DISPUTE REGARDING A WARRANTY ENTITLEMENT SHALL BE LIMITED TO REIMBURSEMENT OF THE COSTS PAID BY THE CUSTOMER FOR ANY ENHANCED WARRANTIES AND PROVISION OF SERVICES WILL BE ACCORDING TO THE APPLICABLE STANDARD WARRANTY WHICH IS SUBJECT TO THE STANDARD WARRANTY TERMS AND CONDITIONS OUTLINED HEREIN.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



D. Entire Agreement

This document sets out the entire agreement relating to the terms and conditions of the 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 Warranties 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 Warranties unless made in writing made by an authorised officer of Promethean.

E. Severability

If any provision of these Promethean Warranties 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 Warranties 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.

F. Warranty Exclusions

For the avoidance of doubt no warranty is provided by Promethean on the following Products under the following circumstances:

1. Products that have not been purchased by the Customer from a recognised Channel Partner, or Promethean;
2. Products that have been modified, used as component parts of other products be they Promethean or otherwise
3. Products used other than in accordance with the Product instructions;
4. Products deliberately or accidentally damaged, howsoever caused including but not limited to damage, faults or loss caused by fire, natural disasters, war, acts of violence or riots, the relocation of equipment, loss, faults or damage to Products in transit, the misuse or abuse of Products, loss, faults or damage to Products caused in whole or part by power failures or fluctuations in power supplies, loss, faults or damage to Product caused in whole or in part by extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference;
5. Products deliberately or accidentally damaged, howsoever caused including but not limited to damage, faults or loss caused by any substandard installation or repair completed by any installer including a Certified Installer, an Accredited Installer, PSP or suitably competent third party provider.
6. Products deliberately or accidentally damaged howsoever caused including but not limited to a cleaning regime not in accordance with the cleaning and maintenance instructions supplied by Promethean available from www.prometheankb.com or the application of inappropriate cleaning materials, solvents or abrasives;
7. Items such as brackets and fittings which are provided "as-is" and which may be included in the packaging and which may be utilised for the affixing of a warranted Product;

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



8. Consumables (other than as for the Projector Lamp as set out below) including but not limited to batteries, fuses, connectors, trims, buttons, cables, power supply units and pen nibs;
9. Products damaged as a result of their use with non-Promethean products or applications such as laptops or computers.
10. Installation exclusions as outlined in Section VIII.
11. Promethean will not be held liable for any instances where a Channel Partner has misrepresented the terms or levels of service of any warranties provided by Promethean over its Products. The Customer is responsible for understanding the relevant terms and conditions that apply to any and all Enhanced Warranties prior to purchase.

III. STANDARD WARRANTY TERMS & CONDITIONS

Subject to all of the provisions set forth in these terms and conditions (with the exception of those terms and conditions that are specifically regarding the ActivCare and ActivCare Plus Warranties and the Warranty Service Level provisions that apply only to those Warranties), Promethean warrants to the Customer that the Products are in conformance with the applicable Promethean published specifications current at the time of their manufacture and will be free from defects in material or workmanship under normal operating conditions during the Warranty Term subject to the terms of this document. The Standard Warranty applies only to the Customer who has made a purchase of the Product as evidenced by an appropriate invoice. No transfer or assignment of the Standard Warranty is permitted.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>



IV. PROMETHEAN ACTIVCARE WARRANTY TERMS & CONDITIONS

Subject to a valid registration of the Product, the Promethean ActivCare Warranty applies and Products receive an extension to the Standard Warranty Term, starting from the Warranty Start Date, as outlined for registered Products in the Warranty Start Date definition. For an up to date list of the warranty entitlements for particular Products under Promethean's ActivCare Warranties please visit [our warranty pages](#)¹. The terms and conditions that apply to the Standard Warranty herein also apply to the ActivCare Warranty. In addition, the following terms and conditions apply to the ActivCare Warranty:

- A. Proper registration of a Product by or on behalf of a Customer will provide the warranty extensions as outlined in the Warranty at a Glance Matrix, and Full Warranty Entitlement page found at [our warranty pages](#)¹ and are serviced under Promethean's Return for Repair service level;
- B. Product registrations are non-transferrable and a registration only applies to the Product/s which have been registered at the time of registration;
- C. The registration of one Product within a system does not imply that the other Product/s within that system or indeed any other Products purchased by the Customer have been registered;
- D. Promethean enables registration of Products and activation of Enhanced Warranties via two methods only (details of which can be found at: our Partner Portal - <http://partner.prometheanworld.com> for GID information, and for EUR information: <http://www.prometheanworld.com/warranty>)
 - 1. The Global Installation Database (GID) which is accessible by Certified Installers, Accredited Installers and Registered Installers ; and
 - 2. The End-User Registration capability (EUR) which is accessible by any Customer or party wishing to register Products or activate Enhanced Warranties on behalf of a Customer
- E. Any intentional misuse or fraudulent use of either of these methods will render any Product registrations or Enhanced Warranty activations as null and void;
- F. The process and instructions for proper registration of a Product are set forth in the registration pages found [here](#)². The Terms and Conditions for Registration of Products and Activation of Warranties are incorporated herein by this referenced and made a part of these warranty terms and conditions. Promethean reserves the right to deny, reject or remove any registrations or warranty activations which are completed in contravention to the Terms and Conditions for Registration of Products and Activation of Warranties;
- G. Should registration be completed after a fault has been reported in an attempt to extend the Warranty Term to obtain service on Defective Product, Promethean reserves the right to decline servicing the Defective Product under any of its warranty terms.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>

V.
PROMETHEAN ACTIVCARE PLUS
TERMS & CONDITIONS

Promethean ActivCare Plus Warranties are Enhanced Warranties which can be purchased by customers to improve both the Warranty Service Level and Warranty Term that Products are entitled to. Promethean ActivCare Plus warranties are subject to the Standard Terms & Conditions, Promethean ActivCare Terms & Conditions and those Terms & Conditions outlined herein as Promethean ActivCare Plus Terms & Conditions. For an up to date list of the warranty entitlements for particular Products under Promethean's ActivCare Plus Warranties please visit [our warranty pages](#)¹.

- A. Purchasable Enhanced Warranties are non-transferrable between Products or Customers or Customer Locations.
- B. Enhanced Warranties must be properly activated by following the Terms and Conditions for Registration of Products and Activation of Warranties which may be found [here](#)². The Terms and Conditions for Registration of Products and Activation of Warranties are incorporated herein by this referenced and made a part of these warranty terms and conditions. Promethean reserves the right to deny, reject or remove any registrations or warranty activations which are completed in contravention to the Terms and Conditions for Registration of Products and Activation of Warranties.
- C. Purchasable Enhanced Warranties only apply to the Customer Location(s) where the Products have been registered and where the Enhanced Warranties have been activated and to the specific Product serial number/s against which they have been registered / activated. For the avoidance of doubt the purchase and activation of an Enhanced Warranty for one Product at a Customer Location does not apply to a different Product at that Customer Location or any other location.
- D. Enhanced Warranty Terms & Conditions apply to the Products according to where they have been registered as installed. As such if an Enhanced Warranty is purchased in a territory which is different to the territory in which the Product is installed the relevant Terms & Conditions which apply in the territory where the Product is installed will apply and not those Terms & Conditions applicable where the Enhanced Warranty was purchased.
- E. Enhanced Warranty Terms and Service Levels apply to boards and / or projectors except in the case of the Enhanced Warranties or Promotional Activity which specify inclusion of the stand, in which instance this will only apply to adjustable and mobile stands unless specifically stated otherwise by Promethean.
- F. In order for a stand to be serviced under an Enhanced Warranty, it must be attached to a validly registered board or projector via the GID or EUR.
- G. In the case of stands which are included within Enhanced Warranties or Promotional Activity Terms & Conditions, the warranty will be limited to apply to the actuator only, except in instances where at Promethean's sole discretion, it may opt to replace the entire stand as a result of any faults occurring with other parts for which it does not carry spare parts.
- H. Enhanced Warranties may be refundable through a reseller according to the reseller's terms & conditions (and Customer is responsible for understanding what those terms are) assuming no warranty claim has been made against the Enhanced Warranty at the time of the refund being requested. The maximum period that Promethean will honour any refunds to reseller or those made by a reseller to a Customer, is 30 days from date of purchase.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>

- I. Enhanced Warranty Terms will start as outlined in the Warranty Start Date definition and from the relevant date as recorded via the GID or EUR and not from the Date of Purchase. For the avoidance of doubt, purchase of an Enhanced warranty must be completed with 90 days of installation of Product and Activation of an Enhanced Warranty must be completed within 90 days of purchase of the Enhanced Warranty.
- J. Enhanced Warranties such as 1 year extensions offered under a specific Promotional Activity can only be bought at the time of purchase of the related Product and cannot be purchased at any point later in time even if the Promotional Activity is still being offered.
- K. Enhanced warranties can only be purchased once for a particular Product or Product configuration and therefore after the initial Enhanced Warranty period no further enhancements can be purchased unless offered within the terms of Promotional Activity which Promethean may offer from time to time for which separate terms and conditions may apply.
- L. Customers can opt to upgrade or downgrade their Warranty Service Level from one level to another within 30 days of purchase of the original warranty enhancement assuming no warranty claim has been made.
- M. Purchase of an Enhanced Warranty improves the warranty entitlement to the next level of service i.e. from Return for Repair, to Advanced Replacement to On Site Support and the higher level of service supersedes and replaces the previous level of service. For the avoidance of doubt, two enhanced warranties cannot exist simultaneously on the same Product and therefore, in the case of a dispute the Customer will be offered the choice of which entitlement they would prefer (assuming the entitlements exist within the Warranty Terms) with a refund offered on the remainder Enhanced Warranty assuming no claim has been made on either of the Enhanced Warranties in dispute.
- N. Enhanced Warranties which have been purchased or activated and / or those extensions provided at Promethean's discretion as a result of Product / s being registered may be deemed invalid if in the instance of a warranty claim being made or investigated it is established that the installation was completed by a non Certified Installer or non Accredited Installer or an insufficiently competent technician and was the direct or indirect cause of the fault in the Defective Product for which the warranty claim is being made. See Section VIII for more details.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>

VI. WARRANTY SERVICE LEVELS

Promethean provides various levels of service depending on which of the three Warranties (Standard Warranty, Promethean ActivCare Warranty or Promethean ActivCare Plus Warranty) applies to the Product. The levels of service are Return for Repair, Advanced Replacement, or On-Site Support service.

- A. Return for Repair. Promethean offers Return for Repair as its basic Warranty Service Level. Under Return for Repair the Customer is responsible for contacting Promethean who will complete a diagnosis of the problem over the phone or via email.
1. On determining the Defective Product, and if the fault cannot be rectified by a suitably competent person at Customer Location and once determined as required, Promethean may advise the Customer to arrange for the Defective Product to be de-installed, appropriately package it for transit and ship back at the Customer's own expense to Promethean for repair or replacement. Tracking of the Product's transit from Customer to Promethean is the Customer's responsibility and it is suggested that a suitable shipper with tracking services be utilised. Following receipt and inspection by Promethean, Promethean will then send a replacement part or Product to the customer at Promethean's expense but re-installation of the replacement part or Product will be at the Customer's own expense. Promethean will notify the Customer at the point of resolving the warranty claim where the Product needs to be returned.
 2. De-installation of the Defective Product must be completed by a Promethean Service Provider, Certified Installer, Accredited Installer or suitably competent third party provider as must the removal / replacement / re-installation of any component parts or Products. Failures occurring as a result of incorrect removal / replacement / re-installation of parts or Products by will not be covered under any of Promethean's warranty terms.
- B. Advanced Replacement. Under Promethean's ActivCare Plus Warranty, Promethean offers an Advanced Replacement warranty service. Under Advanced Replacement the Customer is responsible for contacting Promethean who will complete a diagnosis of the problem over the phone or via email.
1. In the case of Advanced Replacement Warranty Service, on determining the Defective Product and if the fault cannot be rectified by a suitably competent person at Customer Location and once determined as required, Promethean will ship at Promethean's expense a replacement part / Product to the Customer in advance of requesting the Defective Product back. With the replacement Product Promethean will include a free return shipment label for use by the Customer. The Customer must arrange for the de-installation of the Defective Product, package and ship to Promethean within 30 days of receipt of the replacement part or Product. De-installation, re-installation / replacement of part or Product will be at the Customer's own expense. Promethean will notify the Customer at the point of resolving the warranty claim where the Product needs to be returned.
 2. If the Defective Product is not received by Promethean within 30 days of the replacement part / Product being recorded by Promethean as being delivered to the Customer, Promethean reserves the right to charge the Customer by invoice for the price of the replacement part / Product, shipping charges and any other incidentals accrued in the provision of the part which the Customer agrees to pay. Price of part or Product will be determined by Promethean at the time of shipment but will be based on a calculation including the market retail price rate for the same / similar Product or part.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>

3. De-installation of the Defective Product must be completed by a Promethean Service Provider, Certified Installer, Accredited Installer or suitably competent third party provider as must the removal / replacement / re-installation of any component parts or Products. Failures occurring as a result of incorrect removal / replacement / re-installation of parts or Products by will not be covered under any of Promethean's warranty terms.
 4. If a part / 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, Promethean will not continue to service that replacement Product or Defective Product under any of its warranty terms.
- C. On-Site Support. Under Promethean's ActivCare Plus Warranty, Promethean offers an On-Site Support warranty service. Under On-Site Support the Customer is responsible for contacting Promethean who will complete a diagnosis of the problem over the phone or via email to determine if an on-site visit is required.
1. In the case of On-Site Support Warranty Service, on determining the fault, assuming the fault cannot be rectified by a suitably competent person at Customer Location and once determined as required, Promethean will arrange for a PSP to attend at the site. Promethean may also if needed, ship a replacement part / Product to the Customer for the PSP to utilise at their visit. If the replacement part/Product arrives at the Customer site prior to the PSP, Customer shall ensure the replacement part / Product is protected from any kind of damaging conditions and ensure it is available for use when the PSP arrives. Failure to protect the part / Product from damaging conditions causing it to become faulty or failure to making the part / Product available at the time of the PSPs attendance may incur additional charges to have the part / Product replaced or for the PSP to attend on a separate occasion.
 2. Under On-Site Support the PSP is responsible for de-installing the Defective Product and re-installing any replacements and for ensuring the part / Product is in full working order before leaving the site.
 3. Under On-Site Support the PSP is responsible for removing any faulty parts / Products from the Customer Location and returning it to Promethean. In certain instances it may be necessary for a different Promethean authorised party to collect any faulty parts or Products at a later date which will be at Promethean's expense and arrangement.
 4. The cost of the parts / Products, shipping to and from Customer Location, replacement of parts / Products, de-installation and reinstallation and removal of faulty parts and Products are all at the expense of Promethean under the On-site Support Warranty Service Level.
 5. If on arrival to a Customer Location the PSP is requested to fix a Product(s) which do not have the same product details (e.g. serial number and product type), as reported at the time of the diagnosis being completed, (and the on-site support appointment being made) the PSP will not be required to complete the fix and Promethean reserves the right to invoice the Customer for the call-out charge, and / or parts supplied under the original call / claim and any other incidentals accrued in the provision of the part which the Customer agrees to pay.

¹ www.prometheanworld.com/warranty

² <http://www.prometheanworld.com>

VII. WARRANTY TERMS

For an up to date list of the Warranty Terms which apply for particular Products under each of the three Warranties (Standard Warranty, Promethean ActivCare Warranty or Promethean ActivCare Plus Warranty) please see the Warranty at a Glance Matrix at: <http://www.prometheanworld.com/warranty>

- A. Promethean offers a 3 year Return for Repair warranty on its 300 and 500 series boards as a Standard Warranty.
- B. Promethean offers a 1 year Return for Repair warranty on Products which are not 300 or 500 series boards as a Standard Warranty. Exclusions to this clause include Lamps, mounts and stands which are covered in the following ways:
 1. Lamps when first purchased as part of a projector (registered or unregistered) receive a 3 year or 3000 hours Warranty Term with replacement Lamps sent under the Advanced Replacement service terms, subject to operation of the projectors within the manufacturer's guidelines and in normal conditions as defined in the manufacturers' user manual / handbook. For the avoidance of doubt registration of a projector or purchase of an Enhanced Warranty does not extend the Warranty Term on a lamp beyond 3 years or 3000 hours.
 2. All mounts and stands receive a 1 year Return for Repair warranty, except in particular instances where Promethean may extend the Warranty Term or the Warranty Service Level at its sole discretion.
 3. Only boards and projectors can be registered under Promethean's Promethean ActivCare and ActivCare Plus Warranties and receive an extension to the Standard Warranty Term at Promethean's discretion. See the Warranty at a Glance Matrix at: <http://www.prometheanworld.com/warranty> for the particular Warranty Terms which apply depending on whether the Customer purchased the Enhanced Warranties for the board and/or projector.
 4. The Standard Warranty on Products which cannot be registered (such as Learner Response Systems, Interactive Tools, and Audio Products) is 1 year from Date of Purchase and proof of which will be required when a warranty claim is made and is covered under the Return for Repair service level.
 5. At Promethean's sole discretion, certain Products may receive additional Warranty Terms as part of Promotional Activity and will vary according to particular Products offered in particular territories and specific Terms & Conditions will apply to the Promotional Activity.
 6. Products or parts provided as a first time replacement for a valid warranty claim will take on the balance of the Warranty Term available for the original Product sold and the balance will be applied from the date of shipment of the replacement Product from Promethean, except in the case of replacement lamps which will only ever receive 90 days cover from the date of shipment.
 7. Subsequent Products or parts provided as a replacement on a previously replaced Product will receive 90 days cover from the date of shipment.
 8. Products or parts provided outside of a warranty claim as Promotional activity or at Promethean's sole discretion will only ever receive 90 days' cover from the date of shipment.

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² <http://www.prometheanworld.com>

VIII. INSTALLATION REQUIREMENTS AS THEY RELATE TO THE WARRANTIES HEREIN

- A. Promethean, in its normal conduct of business, does not provide and/or procure Installation services to Customers. It does however operate a Certified Installer / Accredited Installer programme for Channel Partners and other third parties to become trained to be accredited and/or certified Installers of Promethean Products. Although Promethean provides these programmes, any installers that take advantage of this program are separate entities to Promethean and are not legally part of Promethean in any way.
- B. Promethean recommends that all its Products be installed by a Certified Installer or an Accredited Installer, however, as Promethean appreciates that due to geographical limitations this may not always be possible, it may at its discretion continue to honour its warranties, (except Standard Warranty which Promethean will honour in all instances within the Standard Warranty Term), if it can be proven that the installer possessed the core competencies.
- C. It is the Customer's responsibility to ensure that any parties completing installations on behalf of the Customer have suitable public or commercial liability insurance to cover any 3rd party claims arising as a result of a faulty installation.
- D. It is the Customer's responsibility to ensure all Products are in full working condition and without physical damage at the point of installation (for installed Products) or in the case of Products which are not intended to be installed, on receipt of the Products. Acceptance of the Products as fully functional will be deemed to have taken place at the point of installation being completed. In the case of Products which are not intended for installation, acceptance of the Products as fully functional will be deemed to have taken place within 10 days of receipt of the Products.
- E. In the case of a dispute, Promethean is solely responsible for determining if a non-certified or non-accredited installer or any other third party possesses the core competencies required and will be determined by Promethean against proof provided by the installer of their competencies and how their competencies match those set-out by Promethean. Promethean's determination shall be full and final.
- F. The customer is responsible for assisting Promethean in obtaining the required proof of competency from the installer, failure of which will be viewed by Promethean as wilful obstruction in the determination of the installers' competencies and will absolve Promethean from meeting any and all of its warranty obligations, except those required by law.
- G. Promethean accepts that in certain instances such as in the cases of the installation of ActivMount systems and ActivBoards, a Certified Installer or Accredited Installer may not be utilised by a Customer, however it is the Customer's responsibility to ensure that the installation provider possesses the required competencies in the Promethean ActivCare Recommended Installer Competencies document found [here](#) to complete the installation free of failures and without defect so as not to cause any faults in the operation of the Product at any time.
- H. Should Promethean or any of its authorised parties determine in the process of meeting any of its warranty obligations that a fault in a particular part or Product has been caused by factors or conditions at a Customer Location (such as by an incorrect installation by a Certified or Accredited Installer or any suitably qualified installer) which are outside of Promethean or the Customer's control and separate to inherent faults in the part or Product, Promethean reserves the right not to continue to service that warranty claim and may at its sole discretion charge customer for any parts,

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Products, labour or other expenses incurred in servicing that or subsequent warranty claims until the factors or conditions causing the fault at the Customer Location have been rectified. Furthermore Promethean reserves the right not to service any other faults within other Products or parts at the same Customer Location if it deems these faults are caused by the same factors or conditions at the Customer Location that it has previously notified Customer as being the cause of any faults.

- I. Although Promethean recommends Certified Installers and Accredited Installers and endeavours to provide them with the most up-to-date knowledge and training, Promethean cannot be held responsible for the Certified Installer or Accredited Installer's maintenance and continuation of their training and skill levels, and cannot warrant for any third party's capabilities and therefore cannot be held liable or be forced to service any warranty claims for any faults arising directly or indirectly in the Defective Product as a result of a sub-standard installation. The following conditions are examples of incorrect or unsuitable installations which may cause fault to the Products and which will exclude the Product from Promethean's Warranties:
 - i. Unsuitable fixings used to complete affixing of Products to walls, ceilings or booms;
 - ii. Unsuitable surfaces to which Products are affixed;
 - iii. Unsuitable tools used to complete installations;
 - iv. Unsuitable materials have been used at any point of the installation process;
 - v. Incorrect calibration of the board and projector;
 - vi. Incorrect alignment or installation of stands, booms or mounts; and
 - vii. Incorrect alignment or installation of boards, frames or projectors
- J. In the instances of an installation not being completed by a Certified Installer, Accredited Installer or suitably qualified installer, the Customer indemnifies Promethean from any and all third party claims where the premise of the claim is directly or indirectly attributed to a fault caused by the non-certified installation.
- K. Proof of proper installation may be required by Promethean when servicing a warranty claim.

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IX. MISCELLANEOUS

- A. Replacements will be of equal calibre to the faulty Product / part or better but may be fully functional refurbished / repaired parts or Products. Where the replacement Product / part is not a direct like for like replacement Promethean will be responsible for covering any Product related expenses to ensure the Product / part is fully functioning to the level it was before the fault occurred.
- B. Promethean reserves the right to charge for any services it delivers in servicing a claim which contravene any of these Terms & Conditions and 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, Promethean reserves the right to invoice Customer for parts, Products, labour, or other expenses incurred in servicing the claim. 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.
- C. Dead on Arrival Provision for Customers.

If in the unlikely event, at First-Use at a Customer Location within 120 days of purchase of the Product by the Promethean Channel Partner from Promethean, the Product is identified by Promethean (through a diagnostics process completed over the telephone by Promethean Customer Services) as non-functional, Promethean will replace the Defective Product according to the Advanced Replacement process outlined in the Warranty Service Level section.

If the First-Use of the Product at a Customer Location for whatever reason occurs after the period of 120 days from purchase of the Product by the Promethean Channel Partner, Customer shall be entitled to claim support in accordance with the Promethean Standard Warranty terms in force at the date of purchase of the Product by the Customer from the Promethean Channel Partner.

- D. All Promethean Terms & Conditions are only applicable to the specific countries listed at: <http://www.prometheanworld.com/warranty>
- E. 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.
- F. In the event that a dispute arises, the Promethean Warranty Terms applicable in the country where the Product(s) are registered as installed will apply irrespective of where or from whom the relevant Product was purchased.
- G. Promethean can only be held liable for its own Standard, Promethean ActivCare and Promethean ActivCare Plus warranties and will not service any warranty claims or service levels offered by its Channel Partners or other resellers of its Products.

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² <http://www.prometheanworld.com>