

This Leyard Europe Evercare™ Lifetime Limited Warranty (“Warranty”) is offered for products listed in the **Covered Products Table** (“Product” or plural, “Products”), manufactured and sold by Leyard Europe s.r.o. (“Leyard Europe”) subject to the terms and conditions of this warranty statement.

## Lifetime Limited Warranty

Leyard Europe warrants to the original registered end user customer who purchases new Leyard Europe Products covered by this Warranty from Leyard Europe or its authorized dealer or distributor (“Customer”) that, commencing from the date of Leyard Europe’s initial shipment of the Product, the Product will be free from defects in material and workmanship for as long as you own and use the Product under normal use and maintenance and the Product has not been discontinued more than 5 years. This Warranty also includes access to remote phone support, coverage for pixel failure, and if applicable, advanced shipment of replacement parts.

Customer’s sole and exclusive remedy under this limited warranty will be, at Leyard Europe’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 Leyard Europe not to be commercially feasible, Leyard Europe will refund a prorated share of the price at which Leyard Europe originally sold the Product. The prorated refund will be calculated based on the remaining value of the warranted period of the Product and the price at which Leyard Europe sold the Product.

In the event Leyard Europe discontinues manufacture of the Product, warranty support may be discontinued 5 years after the published end of production date. 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.

There are some components of Leyard Europe’s LED Video Walls that have warranty lengths that differ from the underlying LED Video Wall, see details in the **Covered Products Table**.

## Repair & Replacement

### General Process

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

1. The Customer or its authorized dealer contacts Leyard Europe Technical Support via email or phone, see Leyard Europe 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. Leyard Europe Technical Support will attempt to correct any minor issues that might be causing the problem. If Leyard Europe is unable to resolve the problem through troubleshooting and confirms this Warranty likely applies, Leyard Europe Technical Support will issue a return material authorization (“RMA”) for the defective part, which may be repaired or replaced. Replacement parts may be sent to Customer before the defective part is returned to Leyard Europe (“Advance Replacement”).
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 Leyard Europe 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 being returned.
  - c. Customer is responsible for all return shipping charges, including but not limited to freight charges, taxes, duties and insurance.

### Pixel Failures

This Warranty covers pixel failures. A pixel failure is defined as:

1. an entire pixel stuck on or off or in an intermittent state not generated by video content; or
2. a sub-pixel (R, G or B) stuck off or on or in an intermittent state not generated by video content.

Pixel failures are repaired by the customer RMA returning the effected LED module to Leyard Europe and Leyard Europe's subsequent repair or replacement and return of that LED module. Customer is responsible for all shipping charges, taxes, duties and insurance to Leyard Europe.

### Advance Replacement

If the Leyard Europe Technical Support determines Advance Replacement is applicable:

1. Leyard Europe will ship the Advance Replacement via ground shipping (or the least expensive shipping method). Customer is responsible for excess charges for any other method of shipping requested. Shipment cost coverage to locations outside of the European Union will vary.
2. Upon receipt of the replacement part, Customer should inspect the packaging and materials for shipping damage. Report all damage immediately to the carrier and/or your Leyard Europe Service Representative.
3. If applicable, Customer will have 30 days from the date of receipt of the Advance Replacement to return the defective part to the authorized return facility. If it is not returned within this time, we will invoice Customer and Customer will pay the current market price of the Advance Replacement within 30 days from the invoice date. We reserve the right to refuse warranty service for a past due account.

### **Warranty Restrictions**

The Lifetime Limited Warranty does not include or is limited by the following:

1. Product not manufactured by Leyard Europe.
2. Product not purchased from Leyard Europe or an authorized Leyard Europe 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.
3. Product on which the serial number has been defaced, modified or removed.
4. Rental costs for temporary replacement products.
5. Any third party software or accessory malfunction.
6. Labor or travel costs for installation, set-up, repair, adjustment to display settings, removal, reinstallation or other services.
7. Product that is physically uninstalled and moved, unless Leyard Europe Professional Services handles the move.
8. 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 (if applicable, including use of an unauthorized mount), 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 Leyard Europe. Use of supplies or parts not meeting Leyard Europe's specifications. Opening of the chassis by untrained personnel, 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. If the security tape has been removed, Leyard Europe will assume the product arrived with no shipping damage.
  - 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; (ii) damaged LEDs resulting from hitting the edge or scratching along the front; or (iii) failure to follow maintenance procedures as outlined in the Product's User Guide.
  - g. Any non-uniformity caused by long-term operation of the video wall with heavily contrasting static content.
  - h. Any other cause not related to a defect in material or workmanship.

## Miscellaneous Return Issues

1. Except for few exceptions, Leyard Europe will not accept returned Product unless the RMA number issued by Leyard Europe 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, Leyard Europe reserves the right to invoice the Customer for any costs incurred by Leyard Europe.
3. It is the responsibility of the customer to properly package the defective Product and ship it to the address provided by the Leyard Europe 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 Leyard Europe, 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. Leyard Europe 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 90 days from the date of shipment, whichever is longer.
6. Customer agrees to retain the replacement part or Product delivered by Leyard Europe and that the returned defective part or Product becomes the property of Leyard Europe.

## Leyard Europe Contact Information

Regions	Expanded Product Service Plans and Professional Service Options	Technical Support and Warranty Questions
Europe	Call: +421 907 775 941 Email: <a href="mailto:sales.emea@leyardgroup.com">sales.emea@leyardgroup.com</a>	Call: +49 7121 433 03-290 Email: <a href="mailto:support-emea@leyardgroup.com">support-emea@leyardgroup.com</a>

For additional information or the name of the nearest Leyard Europe service center, visit [www.leyardeurope.eu/en/contact](http://www.leyardeurope.eu/en/contact) or contact your Leyard Europe distributor, reseller, dealer or contact Leyard Europe directly.

## Exclusion of Other Warranties

LEYARD EUROPE PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY PROVIDED IN THIS DOCUMENT. LEYARD EUROPE 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.

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

## Limitation of Liability; Exclusion of Damages

LEYARD EUROPE'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 LEYARD EUROPE SOLD THE PRODUCT IF REPLACEMENT OF THE PRODUCT IS NOT COMMERCIALY FEASIBLE IN LEYARD EUROPE'S SOLE OPINION.

LEYARD EUROPE 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 LEYARD EUROPE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

LEYARD EUROPE 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.

LEYARD EUROPE 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 Lifetime Limited Warranty applies only to Products purchased on or after the effective date of this Warranty. Leyard Europe 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.

### COVERED PRODUCTS TABLE

COVERED PRODUCTS	ADDITIONAL WARRANTY SPECIFICATIONS
<b>Leyard Europe TVF Series</b>	Covered Products include TVF Series and TVF Complete video walls manufactured by Leyard Europe and purchased from Leyard Europe. All accessories, Field Replaceable Units (FRUs) and components (including but not limited to cables, power supplies and boards) purchased <u>AT THE TIME</u> of the initial Product purchase are covered. For items purchased <u>AFTER</u> the initial Product purchase, standard warranty period for Accessories apply. All Leyard Europe TVF Series and TVF Complete Products that are purchased with the addition of ERO-LED Gloss or with the addition of ERO-LED Matte will have no warranty coverage for pixel failure.
<b>Leyard Europe TVF Complete</b>	

This Warranty is applicable for Covered Products ordered from Leyard Europe after December 1, 2020.