

# Boxlight Limited Warranty

PRODUCT	WARRANTY PERIOD
<p><b>Projectors (excluding lamps)</b> Models: P5, P6, P7, P10, P12, Boston, Dallas, Eco, OutWrite</p>	<p>3 years  (Extended Warranty available for purchase for selected products)</p>
<p><b>Projector lamps</b> Lamps provided with the projectors listed above</p>	<p>90 days or 500 hours, whichever comes first  To learn about Boxlight's optional Lamps for Life program visit <a href="http://www.mimio.boxlight.com/lamps-for-life">http://www.mimio.boxlight.com/lamps-for-life</a></p>
<p><b>Interactive Flat Panel Displays</b> Models: ProColor and Touch Table</p>	<p>3 years</p>
<p><b>Interactive Whiteboard</b> Models: MimioTeach; MimioBoard Touch Board</p>	<p>2 years</p>
<p><b>Boxlight Accessories</b> In-box Accessories: cables, pens/styli, remote controls, etc. Not covered – non-rechargeable batteries.</p>	<p>2 years</p>
<p><b>Rechargeable Batteries</b> Those includes with MimioVote, MimioTeach Stylus, and MimioPad</p>	<p>2 years</p>
<p><b>Computers</b> Includes: Computer hardware systems sold by Boxlight that are designed to a) run Microsoft Windows and b) for installation in ProColor Interactive Flat Panel Displays that are also sold by Boxlight.</p>	<p>1 year</p>
<p><b>Third-Party products</b></p>	<p>All third-party products sold by Boxlight carry the warranty of the stated manufacturer.</p>

# Boxlight Limited Warranty

## 1. **WHAT IS COVERED BY THIS LIMITED WARRANTY.**

Boxlight Corporation (“Boxlight”), 1045 Progress Circle, Lawrenceville, GA 30043, makes the following limited warranty to the original buyer (other than for resale) (“you”), subject to the Exclusion From Coverage in Section 5. Boxlight warrants to you that if you purchase a product listed in the preceding Chart (“Product”), that, under normal use and service: (1) the tangible aspects of the Product are free from material defects in materials and workmanship as of your purchase date; and (2) the Product will operate in substantial conformance with the written specifications provided by Boxlight for the Warranty Period (as defined below). This Limited Warranty is not transferable from you to anyone else, including subsequent owners, and there are no third party beneficiaries of this Limited Warranty.

## 2. **WARRANTY PERIOD (DURATION OF LIMITED WARRANTY).**

The Limited Warranty starts on your purchase date and lasts for the length of time listed in the Chart for your Product (“Warranty Period”).

## 3. **YOUR EXCLUSIVE REMEDY.**

If you return the Product to Boxlight during the Warranty Period in conformance with No. 5 of this Limited Warranty, Boxlight will, at its option and as your exclusive remedy for Boxlight’s breach of this Limited Warranty and any (if any) implied warranties:

- Repair or replace all or part of the defective Product; or
- Refund the purchase price you actually paid, less shipping and handling charges, less reasonable depreciation based on actual use;

Repair and replacement may be made with new, still-serviceable used or refurbished materials comparable in function and performance to the original and may include third party items.

The above limited remedies are your sole and exclusive remedy for breach of this Limited Warranty to the extent allowed by law. Any Product that has been repaired or replaced under this Limited Warranty will be covered under this Limited Warranty only for the remaining Warranty Period of the original Product. Although Boxlight will provide one of the above remedies, it does not provide any other warranties for any repair or replacement and disclaims all duties (if any) of workmanlike effort or of lack of negligence.

## 4. **PROCESS FOR FILING A CLAIM UNDER THIS LIMITED WARRANTY**

If you are entitled to make a claim under this Limited Warranty, you must: (a) notify Boxlight of the claim and provide a description of the alleged breach by visiting <http://mimio.boxlight.com/boxlight-support-overview> or calling 866-972-1549 during the Warranty Period, and (b) after receiving shipping instructions from Boxlight support, return the Product with the original packaging and all in-box components and accessories and a copy of the original purchase bill of sale, receipt, or invoice that includes the dealer’s name, product name, serial number, and ship date along with a written explanation of the problem. A Return Material Authorization (RMA) number, issued by the Boxlight customer service department, must be clearly displayed on the outside of the shipping package containing the Product, or the shipment will be refused. The Product must be returned to Boxlight at your sole cost and expense unless otherwise specified by Boxlight. You assume all risk of loss or damage of the Product during return shipment. A restocking fee may apply if the Product is not returned with original packaging and all in-box accessories.

Boxlight has no obligations with respect to any returned Product if the returned Product is not covered by this Limited Warranty or you did not meet its requirements (e.g., an exclusion applies or the claim process was not properly followed, etc.). Boxlight will make its determination in good faith but its decision does not override legal rights (e.g., you may pursue relevant legal remedies). If Boxlight determines the Product is not covered by this Limited Warranty, it will inform you of the reason for non-coverage, provide you with an estimate for repairing the Product at your expense, and give you the option of either having Boxlight return the Product to you, repair the Product, or dispose of the Product at your expense. If the returned Product is covered by this Limited Warranty, Boxlight will be responsible for all shipping charges for the return of any repaired or replacement Product.

Warranty service will be performed within 20 days after receiving the Product.

## 5. EXCLUSIONS FROM COVERAGE; ACTIONS THAT MAY VOID THE WARRANTY

This Limited Warranty does not cover and Boxlight has no liability under it for aesthetic or subjective aspects of the Product or for any of the following (each an “Ineligible Claim”):

- (a) Products marked as “sample” or “Not for Sale” or sold “AS IS”;
- (b) consumable parts (including lamps and batteries) and any replacement parts that are not provided by Boxlight (except for those items specifically listed in the Chart),
- (c) Products or information that have been subject to modification, alteration, tampering (including with Product information such as serial numbers), or improper installation, maintenance, repairs (including acts taken by an unauthorized repair center that cause or contribute to any defect or damage);
- (d) any hardware not provided in the box with the Product;
- (e) any software, except for software in the Product or provided by Boxlight that is necessary for the operation of the Product;
- (f) ordinary use, ordinary wear, or cosmetic damage, including scratches, dings, dents, and broken plastic on ports;
- (g) any damage caused by:
  - (i) abuse, neglect, or improper use, handling, storage, installation, or testing, including any use that is not in accordance with the product manual, documentation, or other instructions provided with the Product,
  - (ii) breakdowns, fluctuations, or interruptions in electric power or any telecommunications network;
  - (iii) heat, humidity, moisture, or ordinary operation temperatures (i.e., [0°~45°]); or
  - (iv) accidents or Acts of God, including fire, lightning, flood, tornado, earthquake, or hurricane; or
- (h) any use for commercial purposes (including rental or lease) or
- (i) damage caused by or relating to programs, data, viruses, or files, or during shipment or transmissions.

## 6. LIMITATION ON DURATION OF ANY IMPLIED WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOXLIGHT LIMITS THE DURATION OF ANY, IF ANY, APPLICABLE IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY AS SET FORTH IN SECTION 2 (I.E., TO THE WARRANTY PERIOD).

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## 7. NO OTHER WARRANTIES

This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by anything else, including (without limitation) documentation or packaging. No oral or other information or suggestions given by Boxlight, its agents, affiliates, resellers or its or their employees or agents will create a warranty or condition or expand the scope of this Limited Warranty.

EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS DOCUMENT AND ANY IMPLIED WARRANTIES AS LIMITED ABOVE, BOXLIGHT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING ANY (IF ANY) EXPRESS AND STATUTORY WARRANTIES AND CONDITIONS.

## 8. EXCLUSION OF CERTAIN OF DAMAGES

YOU AGREE THAT IN NO EVENT WILL BOXLIGHT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES TO OR FOR LOSS OF DATA, SECURITY, REVENUE, PROFITS, OR PROPERTY (INCLUDING BUILDINGS, WIRING, FIXTURES, DEVICES, COMPUTERS, PERIPHERALS, AND ANIMALS) OR FOR PERSONAL INJURY OR DEATH, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY PRODUCT.

SOME PRODUCTS MAY CAUSE SERIOUS HARM WHEN USED IMPROPERLY. DO NOT LOOK DIRECTLY INTO A PROJECTOR LAMP OR LASER POINTER OR DIRECT THESE OBJECTS IN A WAY THAT MAY RESULT IN ANOTHER PERSON INADVERTENTLY BEING EXPOSED TO DIRECT LIGHT OR BECOMING DISTRACTED IN A WAY THAT MAY CAUSE HARM TO THEMSELVES OR OTHERS. PRODUCTS SHOULD ONLY BE USED IN A SAFE ENVIRONMENT FREE FROM ANY POTENTIAL SAFETY HAZARDS, AND IN COMPLIANCE WITH ANY SAFETY WARNINGS AND INSTRUCTIONS PROVIDED BY BOXLIGHT. BOXLIGHT WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF YOUR IMPROPER OR UNSAFE USE OF THE PRODUCTS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**9. LIMITATION OF LIABILITY**

YOU AGREE THAT BOXLIGHT'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY AND THE PRODUCT SHALL NOT EXCEED THE LESSER OF THE (A) DAMAGES ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, OR (B) AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT.

SOME STATES DO NOT ALLOW THE LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**10. INDEPENDENT REMEDIES.**

The disclaimers of warranties and the exclusions and limitations of damages in this Limited Warranty, including but not limited to those in Sections 6, 7, 8, and 9, are independent and shall survive even if any remedy fails of its essential purpose or is otherwise deemed unenforceable. Each of the disclaimers, exclusions and limitations in Sections 6, 7, 8, and 9 shall apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the disclaimer, exclusion or limitation is not prohibited by applicable law.

**11. YOUR RIGHTS AND THIS LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights. You may also have other legal rights that vary from state to state. Likewise, some of the limitations in this Limited Warranty may not apply in certain states. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

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Subject to change without notice.