



Limited Product Warranty SMART kapp boards (kapp42/ kapp84) – North America, UK and ROW

This non-transferable limited warranty is provided to the original end user purchaser (“you”) of a SMART hardware product (the “Product”) from:

SMART Technologies ULC (“SMART”)S
3636 Research Road NW
Calgary, AB T2L 1Y1
Phone: +1.403.245.0333
Fax: +1.403.228.2500
smarttech.com

This warranty applies to SMART products purchased from a SMART authorized reseller or distributor.

SMART warrants that the Product and certain Accessories will be free from defects in materials and workmanship for the periods set out below (“Warranty Term”):

Product: a period of **one (1) year** from date of purchase

All other Accessories and parts listed on SMART’s Parts Store at parts.smarttech.com: no warranty is provided (i.e. non-interactive pens, erasers, brackets, cables, batteries, power supply units)

This warranty applies to claims of which you have notified SMART during the Warranty Term.

WHAT SMART WILL DO TO HONOR THIS WARRANTY

SMART offers Advanced Replacement at no cost to you following receipt of notice by SMART from you during the Warranty Term that the Product does not conform to the above warranty. SMART also offers optional Return for Repair at your request. Product must be returned in original packaging. In the event that Product supply is limited, SMART will process the request via the return for repair model. SMART will pay for shipping costs.

WHAT YOU MUST DO TO CLAIM THE WARRANTY

To make a claim under this warranty you will need to:

1. Contact SMART to register your claim and provide sufficient details to enable a SMART representative to assess the claim. It is a requirement to provide the serial number of the Product when requesting a warranty claim.

Contact SMART at:

Website: smarttech.com/contactsupport

Phone: 1.866.518.6791 (toll-free in the U.S./Canada) or +1.403.228.5940 (all other countries)

2. The SMART representative will first attempt to understand and correct the problem via telephone or e-mail. If SMART’s representative is unable to correct the situation, the SMART representative will confirm the serial number of the Product. If appropriate, the SMART representative will then provide you with a Return of Merchandise Authorization (RMA) number.
3. Ship the Product (or component) to a SMART-authorized service center and in accordance with the shipping instructions of the SMART representative. The RMA number must be clearly marked on the packaging of the item being returned.

DEFECTIVE HARDWARE OUT OF THE CARTON

If Product fails to function **within 30 days of the original purchase**, you must follow the same procedures as described above for warranty claims. Purchase dates must be supported by proof of purchase upon SMART’s request. In such circumstances, replacement hardware Product or components, subject to availability, will be shipped to your location via ground transportation at SMART’s cost. Defective Product or components must then be returned by you by ground transportation, as directed by SMART, at SMART’s cost within 30 days of failure, or you will be liable to pay SMART for the purchase price of the replacement item.

DAMAGED IN SHIPPING

If Product arrives in visibly damaged condition you must note the damage on carrier delivery documents and advise **SMART or Distributor or Reseller** as soon as possible and before the expiry of ten (10) days after delivery at smarttech.com/contactsupport.

COST CLAIM

SMART may seek shipping costs or reimbursement from you of any reasonable costs incurred if the Product or component is found, at SMART’s discretion, to be in good working order, the problem is not a consequence of a defect or manufacturing fault or where any of the warranty exclusions or limitations apply. Reasonable costs may include the costs of packaging, insurance, shipping, service or parts and labor.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

This section applies to the fullest extent permitted by law.

Warranty Exclusions: This warranty will not apply to and SMART will not be liable for (i) any Product which is not purchased from a SMART authorized reseller or distributor; (ii) Product that has been damaged by accident, abuse, neglect, misuse, or causes other than ordinary use (see online Product manuals for further details at www.smarttech.com), including the direct application of any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User’s Guide for the Product; (iii) Product which has been altered, changed, serviced or repaired by anyone other than SMART authorized repair personnel, or (iv) any Product on which the serial number has been defaced, modified or removed.

Warranty service hereunder shall not operate to extend the original Warranty Term. The warranty excludes damage incurred in shipment by you or SMART authorized reseller or distributor.

Any charges associated with a rush-requested order or return, such as air express, are your responsibility.

THIS WARRANTY DOES NOT REPLACE, MODIFY OR SUPPLEMENT THE WARRANTIES FOUND IN THE APPLICABLE END USER LICENSE AGREEMENT OR OTHER LICENSE AGREEMENT FOR ANY SOFTWARE PROVIDED IN CONNECTION WITH THE PRODUCT.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, REPRESENTATION AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WITH THE SOLE EXCEPTION OF THE WARRANTY ABOVE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND EXCEPT FOR THE WARRANTY ABOVE THE PRODUCT IS SOLD ON AN "AS IS, WHERE IS" BASIS. ANY REPRESENTATION OR WARRANTY, OR AFFIRMATION OF FACT, WHETHER MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF SMART OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, EXPRESS OR IMPLIED, WHICH IS NOT SPECIFICALLY SET FORTH HEREIN ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND WILL NOT BE BINDING UPON OR ENFORCEABLE AGAINST SMART.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitation on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province or country, but only if and to the extent such rights cannot be disclaimed, excluded or limited in the applicable jurisdiction.

Limitation of Liability: THIS WARRANTY IS YOUR SOLE REMEDY AND SMART'S SOLE OBLIGATION FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN THE PRODUCT AND ACCESSORIES. TO THE EXTENT ALLOWED BY LOCAL LAW, THE LIABILITY OF SMART TO YOU ARISING OUT OF THE PURCHASE AND SUPPLY OF THE PRODUCT AND RELATED ITEMS OR ITS OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE ORIGINAL COST TO THE PURCHASER OF THE PRODUCT.

SMART SHALL NOT BE LIABLE, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR ON ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF USE, FAILURE OR INTERRUPTION IN THE OPERATION OF THE PRODUCT OR RELATED ITEMS, DELAY IN REPAIR OR REPLACEMENT, LOSS OF DATA OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, LEASE, MAINTENANCE, USE, PERFORMANCE FAILURE OR INTERRUPTION OF THE PRODUCT OR RELATED ITEMS. ALL SUCH DAMAGES AND LOSSES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

ALL LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES HEREIN SHALL EXTEND TO SMART'S RELATED OR AFFILIATED ENTITIES AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES.

Data: If Product or component presented for repair or replacement is capable of retaining user-generated data, you are advised that repair or replacement may result in loss of the data.

**IF YOU ARE AN AUSTRALIAN CONSUMER:
YOUR RIGHTS AS A CONSUMER**

This section applies if you acquire the warranted products as a consumer within the meaning of the Australian Consumer Law.

The benefits provided to you under this warranty are in addition to other rights and remedies that you may have as a consumer under a law in relation to the goods or services to which this warranty relates.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For details about the Australian Consumer Law please see the following links: www.accc.gov.au or www.consumerlaw.gov.au.

OTHER CONSUMER PURCHASERS: Consult local authority regarding your rights and obligations.

SMART Technologies
3636 Research Road NW
Calgary, AB T2L 1Y1
CANADA

smarttech.com/support smarttech.com/contactsupport

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Warranty effective February 2016.

