



## SMART Assure Warranty Terms and Conditions

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”)  
3636 Research Road NW  
Calgary, AB T2L 1Y1  
Phone: +1.403.245.0333  
Fax: 403.228.2500  
smarttech.com

This **SMART Assure Warranty** applies to the specified SMART products purchased from a SMART authorized reseller or distributor in the regions listed in [Appendix A](#). The SMART Limited Equipment Warranty applies to all products sold outside the regions specified in [Appendix A](#).

For products other than those listed in [Appendix A](#), refer to the specific SMART Limited Equipment Warranty that accompanied your product. For an up-to-date list of our warranty information for each product, visit [smarttech.com/warranty](http://smarttech.com/warranty).

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**”):

**Core Product:** a period of **three (3) years** from date of purchase (does not include pens, erasers, brackets, cables, batteries or other non-core items) – warranty duration may differ by region.

**Pens:** for active pens, a period of **one (1) year** from the date of purchase; for passive pens, **no warranty** is provided.

**Accessories (floor stands, speakers, etc.):** a period of **one (1) year** from the date of purchase.

**All other Accessories and parts listed in SMART’s Parts Store at [support.smarttech.com/parts-store](http://support.smarttech.com/parts-store):** contact the store for warranty information.

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The services delivered under this warranty are:

#### Access to SMART remote technical support

Customers can contact SMART support by phone or through the web to log incidents and initiate support. SMART’s hours of operation for phone support are Monday through Friday, 6 am to 6 pm MT. Web-based support is always accessible at [smarttech.com/contactsupport](http://smarttech.com/contactsupport).

SMART’s support phone numbers and local hours are available on our Support site: [smarttech.com/contactsupport](http://smarttech.com/contactsupport).

#### Online resources

SMART provides extensive online resources to help you install, use, configure, maintain, and troubleshoot your SMART products. We update these resources frequently, so check back often for the latest information. Visit [support.smarttech](http://support.smarttech) and select your product to get started finding the information you need.

If you’re troubleshooting an issue with your product, check out our knowledge base and communities forum. Ask a question in the user forum, or select your product and search its discussions and articles to find answers to your questions. Visit [community.smarttech.com](http://community.smarttech.com) to get started.

#### Access to advanced hardware replacement / return for repair

During the term of warranty, if SMART determines through remote troubleshooting that product repair or replacement is the best way to resolve an issue, SMART will issue a Return Merchandise Authorization (RMA). SMART will offer Advanced Hardware Replacement of the defective Product or component via ground transportation at SMART’s expense (not including applicable duties and taxes). SMART shall determine your entitlement based on your product serial number and the regional warranty entitlement.

If product supply is limited, or at SMART’s sole discretion, SMART will process the Advanced Hardware Replacement request via the Return for Repair model and SMART will pay for shipping costs or SMART will replace the defective Product with a product of equivalent or better specifications.

**Dead On Arrival (DOA):** A product qualifies as a DOA if it fails to function within 30 days of the original purchase. If the product is identified as non-functional through standard remote troubleshooting processes completed by a



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SMART representative in co-operation with the customer, a replacement hardware Product or components, subject to availability, will be shipped to your location via ground transportation at SMART's cost. Purchase dates must be supported by proof of purchase upon SMART's request.

### Access to onsite support for RMA (core product only)

If an RMA is issued as part of the troubleshooting, SMART will coordinate an onsite visit of a SMART authorized technician to remove the defective product and install your replacement or repaired product for you. Unless instructed otherwise by SMART, you are responsible for sending the defective product back to a SMART authorized service center in accordance with RMA return shipping instructions. Regional restrictions apply to onsite RMA support. See [Appendix A](#) for SMART Assure Warranty regional onsite coverage entitlements.

### How to claim the warranty

Follow these steps to make a claim under this warranty:

1. Contact SMART Support to initiate a support incident and provide sufficient details to enable a SMART representative to assess the claim. To help us serve you better, provide the serial number of the Product when requesting a warranty claim.
2. The SMART representative will complete a diagnostic and attempt to resolve your claim remotely. If SMART's representative is unable to remediate the fault remotely, we will provide a Return of Merchandise Authorization (RMA) number.
3. If an onsite visit is deemed necessary and you are in a region where onsite support is included in your standard warranty, SMART will schedule the visit of a SMART authorized technician to remove the defective product and install your replacement or repaired product for you. You are responsible to ensure that a designated contact is present at all times during the service technician's visit. The service technician must receive clear access to the installation site. If you or your designated contact is not at the location when the service technician arrives, we regret that the service technician cannot service your product. If this occurs, you might be charged for an additional follow-up service call. Cancellation/rescheduling of a scheduled service call must be requested at least 48 hours before the scheduled appointment. All requests received less than 24 hours before the scheduled onsite visit may be subject to a charge equal to the onsite warranty service cost.
4. Unless instructed otherwise, you are responsible for shipping the defective Product or component to a SMART-authorized service center and in accordance with the RMA return shipping instructions. The return shipping cost is covered by SMART. Ensure the product is returned in original packaging and the RMA number is clearly marked on the packaging.
5. For DOA and advanced replacement RMAs, you must return the RMA unit to SMART within 30 calendar days of the ship date from SMART to avoid being billed for a new unit at list price. A restocking fee of 15% of the applicable list price may also be billed for units returned after 30 days.

### Damaged in shipping

If the 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.

### Cost claim

SMART may seek shipping costs or reimbursement 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.

If you have purchased a **SMART Service Plan**, separate terms may apply in addition to those set out in this warranty document. Terms & Conditions for SMART Service Plans can be found at: [smarttech.com/services](http://smarttech.com/services)

**Note:** Upon completion of your onsite warranty service, you may be sent a satisfaction survey. This feedback is important in ensuring that we continuously improve our service to meet our customers' expectations. If you'd like to opt-out of the survey, please [Contact Us](#). Alternately, you can opt-out using the link on the invitation to the survey itself.



### 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) Products damaged by accident, abuse, neglect, misuse, or causes other than ordinary use (see online Product manuals for further details at [www.smarttech.com](http://www.smarttech.com)), including the direct application of cleaning liquids, abrasives, or other substances to the hardware or a display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Product; (iii) Product that 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.



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**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](http://www.accc.gov.au) or [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au).

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



# SMART Assure Warranty Terms and Conditions

## Appendix A

	Advanced Hardware Replacement	Return for Repair	Onsite RMA support (core product only) <sup>1</sup>	Remote Technical Support and Online Resources <sup>3</sup>
SMART Board MX Series (v2)	√	√	√ - limited regions <sup>2</sup>	√
SMART Board MX Pro Series (v2)	√	√	√	√
SMART Board 7000R Series	√	√	√	√
SMART Board 7000R Pro Series	√	√	√	√
SMART Board 6000S Series	√	√	√	√
SMART Board 6000S Pro Series	√	√	√	√

<sup>1</sup> Countries where onsite RMA support is available and delivered as part of SMART Assure warranty (within 100 miles of major cities at SMART's discretion):

- United States (excluding Hawaii and Alaska)
- Canada
- United Kingdom
- Germany
- Austria
- Switzerland
- Belgium
- Netherlands
- Luxemburg
- Australia
- New Zealand

<sup>2</sup> if you are in North America, the onsite RMA service is available if you have upgraded from the Limited Equipment Warranty to SMART Assure Warranty or have purchased Warranty Plus Onsite service plan(s).

<sup>3</sup> Remote Technical Support is available in English, French, German, and Spanish. Online Resources are available in English, French, German, and Spanish and may be available in other select languages in PDF.

### SMART Technologies

3636 Research Road NW  
 Calgary, AB T2L 1Y1  
 CANADA

[smarttech.com/support](http://smarttech.com/support)    [smarttech.com/contactsupport](http://smarttech.com/contactsupport)

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