



Limited Equipment 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 warranty applies to the following SMART products (including warranty extensions) purchased from a SMART authorized reseller or distributor:

- SMART Board® interactive display (series: 7000, 7000R, 7000R Pro, 6000*, 6000S, 6000S Pro, QX Pro, MX/MX100, MX [V2 and later]**, MX Pro [V2 and later], GX, RX, and 2000)
- SMART Board M700 series interactive whiteboard
- SMART iQ appliance (models: AM30, AM40, AM50, and AM60)
- SMART Android appliance (model: AMG1)
- SMART OPS PC module (series: PCM8 and PCM11)
- SMART Podium™ 624 and 624 Pro interactive pen display
- SMART Ultra HD Camera
- SMART HD mobile stand for interactive displays (FS-SBID-200)
- SMART Floor stand electric (FSE-400/410/420)
- SMART Wall stand electric (WSE-400/410)

* 6000 series products purchased after February 1, 2017 only.

** If purchased in North America before January 2021 and in countries other than Austria, Germany, Switzerland, Belgium, the Netherlands, Luxembourg, Australia, New Zealand, Ireland, and the UK.

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**”), beginning on the date on which the original end user purchased the Product:

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

SMART iQ appliance, SMART Android appliance, and SMART Ultra HD Camera: a period of **three years** from the date of purchase.

SMART Podium: a period of **three years** from the date of purchase; for pens, a period of **one year** from the date of purchase.

SMART Stand (Floor and Wall): a period of **five years** from the date of purchase.

Pens: for active pens, a period of **one year** from the date of purchase; for passive pens, a period of **90 days** from the date of purchase.

SMART Board identification card: a period of **90 days** from the date of purchase.

Accessories (wall mounts, speakers, Tool Explorer™, and so on) and SMART interactive display environmental sensors: a period of **one year** from the date of purchase.

All other accessories and parts listed on SMART’s Parts Store at support.smarttech.com/parts-store: contact the store for warranty information.

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

What SMART will do to honor this warranty

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, at its sole discretion, will offer Advanced Hardware Replacement or Return for Repair of the defective Product or component via ground transportation at SMART’s expense (not including applicable duties and taxes). Shipping and/or handling charges may apply, at SMART’s discretion, to remote or secluded destinations where common commercial couriers do not deliver; to the shipment of large, oversized, cubed, or heavy items; or to items that require special handling.

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

smarttech.com/support smarttech.com/contactsupport

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SMART shall determine your entitlement based on your product serial number and the regional warranty entitlement. If product supply is limited, 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.

When returning Product to SMART, the product must be returned in its original packaging.

Note that in some regions, the Limited Equipment Warranty for some Pro series varieties of SMART products includes only Return for Repair unless a valid SMART Service plan is purchased. If you have a SMART Service Plan option with Advanced Hardware Replacement entitlement, separate terms may apply in addition to those set out in this Limited Equipment Warranty. Terms and conditions for SMART Service Plans can be found at <https://www.smarttech.com/kb/171030>.

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 [smarttech.com/contactsupport](https://www.smarttech.com/contactsupport) (choose your country to display the correct phone number).
2. The SMART representative will first attempt to resolve the problem remotely. If SMART's representative is unable to correct the situation, the SMART representative will confirm the Product's serial number. If appropriate, the SMART representative will then provide a Return of Merchandise Authorization (RMA) number.
3. If requested, 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 expense. Shipping and/or handling charges may apply, at SMART's discretion, to remote or secluded destinations where common commercial couriers do not deliver; to the shipment of large, oversized, cubed, or heavy items; or to items that require special handling. You must then return defective Product or components 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 replacement item.

Damaged in shipping

If the Product is visibly damaged when it arrives, you must note the damage on carrier delivery documents and advise **SMART or the Distributor or Reseller** within ten (10) days of delivery.

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.

NOTE: Upon completion of a support request, 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 that 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 screen 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. This warranty excludes damage incurred in shipment by you or SMART authorized reseller or distributor. This warranty excludes any coverage for parts of the Product that wear out due to normal course of use, to be determined at SMART's sole discretion. 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



Limited Equipment Warranty Terms and Conditions

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 limitations or exclusions above might 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.

Software is not covered by this warranty

This warranty is for hardware only and does not apply to software or software updates, even if the software is branded as SMART or installed on or sold with SMART hardware. Although manufacturers or publishers other than SMART might provide their own warranties, SMART, insofar as permitted by law, provides every software product "AS IS" and in no event warrants that software will be free from error or that you will be able to operate the software without problems or interruptions.

Your responsibilities regarding software

Refer to the software's licensing agreement for details about your rights with respect to using the software.

YOU SHOULD MAKE PERIODIC BACKUPS OF THE DATA CONTAINED WITHIN AND RELATED TO THE SOFTWARE YOU USE BECAUSE IT IS POSSIBLE THAT THE DATA WILL BE LOST, REPLACED, OR DAMAGED. IN SUCH AN EVENT, SMART AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS, REPLACEMENT, OR DAMAGE.

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.