# **European Limited Warranty**

## **Optoma EMEA Limited Warranty**

This is the Manufacturer's Limited Warranty ("Limited Warranty") for Optoma Product(s) sold in Europe, Turkey, Russia, Middle East and Africa. Optoma Product(s) sourced outside of these regions are not covered by this Limited Warranty.

Before operating your Optoma Product(s), please read carefully the safety instructions in the Optoma Product user manual. If Optoma Product(s) are not operated in accordance with the Product user manual, it may result in damage to the Optoma Product(s) which may invalidate this Limited Warranty and may also cause harm or injury.

#### Warranty and Warranty Period

This Limited Warranty does not affect your legal (statutory) rights under the applicable national laws relating to the sale of consumer products.

Optoma Europe Ltd and affiliated companies (collectively referred as "Optoma") provides this Limited Warranty to you being the purchaser of an Optoma Product(s) included in the sales package ("Product").

Optoma warrants to you that during the Warranty Period as defined below Optoma or an Optoma authorised service company will in a commercially reasonable time remedy defects in materials, design and workmanship during normal usage, free of charge by repairing or, should Optoma in its discretion deem it necessary, replacing the Product in accordance with this Limited Warranty (unless otherwise required by law). This Limited Warranty is only valid and enforceable in the country where you have purchased the Product provided that Optoma has intended the Product for sale in that country and applies only to the Product distributed by Optoma or its authorised dealers. The Product must be operated in accordance with the Product user manual. For non-standard installations please contact your local sales representative. Some limitations to the warranty service may apply because of country specific elements in the Product.

The warranty period starts at the time of the Product's original purchase by the first end-user. Purchaser must retain the original purchase invoice or other certificate to prove the date of purchase. If purchaser fails to provide the invoice or there is no purchase date on the invoice, the warranty period shall be calculated according to Optoma's policy. The Product may consist of several different parts and different parts may be covered by different warranty periods (hereinafter "Warranty Period"). The different Warranty Periods are:

- 1. A minimum of twelve (12) months for a Product. The Product Warranty Period may be longer according to local terms and model variants. Refer to your local Optoma website for details
- 2. For consumable, standard, high pressure gas discharge type lamps ("Lamp") fitted to a Product at the time of sale the Lamp Warranty Periods are as the table below:

## Projectors sold with the Warranty Period below

One (1) year Two (2) years

Three (3) years

## Warranty Period for a Lamp fitted to a projector at time of the projector sale

Twelve (12) months or one thousand (1000) hours, whichever is sooner Twelve (12) months or one thousand (1000) hours, whichever is sooner Twelve (12) months or one thousand (1000) hours, whichever is sooner

- 1. Specific Products may vary by model and country and may be different than that stated above. Refer to your local Optoma website for details
- 2. One (1) year or 1000 (one thousand) hours, whichever is sooner, for replacement lamps supplied separately to and not fitted to a projector at the time of sale.
- 3. Five (5) years or twelve thousand (12,000) hours usage, whichever is sooner, light source warranty for products that include a solid state light engine (LED, laser or a combination of both), unless otherwise stated.
- 4. Ninety (90) days for accessories (whether included in the Product sales package or sold separately)

- 5. Ninety (90) days for the consumable parts, Product remote controls and accessories, e.g. batteries, power adaptors, cables, cases and covers; and
- 6. Ninety (90) days for batteries not customer accessible, or cannot be removed by a customer. The warranty does not cover a decrease in capacity that occurs over time and with use with all batteries.
- 7. Ninety (90) days for the media on which any software is provided, e.g. CD-ROM, memory card.
- 8. One (1) year for spectacles for the viewing of 3D images.
- 9. A minimum of twelve (12) months for user removable, interchangeable Projector lenses or conversion lenses. Such Warranty Period may vary by model and country according to local terms and model variants. Refer to your local Optoma website for details.
- 10 A minimum of twelve (12) months for motorised anamorphic lens or 3D filter kits. Such Warranty Period may vary by model and country according to local terms and model variants. Refer to your local Optoma website for details.

The Warranty Period will not be extended or renewed or otherwise affected due to:

- 1. Subsequent resale; or
- 2. Optoma authorised repair; or
- 3. Optoma authorised replacement of the Product

#### Product failure within 14 days

- 1. Should your Optoma Product(s) fail due to a manufacturing fault within 14 days from the date of purchase, please immediately return the unit to the point of purchase for replacement with a new unit.
- 2. It is the consumer's duty to return the unit in its original "new" condition, with no cosmetic marking or damage and with all packaging and all accessories included.
- 3. Should you prefer a warranty repair, please follow the warranty procedure mentioned below.

# How to get warranty service

Warranty service is subject to you notifying Optoma, details of how to contact Optoma can be found on our website, an Optoma authorised service company of the alleged defect within one (1) month of it having come to your attention and in any event no later than before the expiry of the Warranty Period.

When making a claim under this Limited Warranty you will be required to provide:

- 1. The Product (or the affected part) and
- 2. The original proof of purchase, which clearly indicates the name and address of the seller, the date and place of purchase, the product type and if utilised, a serial number.

If Optoma deems warranty service is required, Optoma will issue a Return Material Authorisation (RMA) number and provide an RMA form. You must submit this form, adequately completed, to an authorised Optoma Service Centre. Authorised Optoma Service Centres are listed on the Support area of the Optoma website: www.optoma.eu

You must ship the Product(s) back to Optoma in the original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk of loss or damage during shipment.

Optoma will ship the repaired Product to you freight prepaid. Optoma owns all parts removed from repaired Product. Optoma uses new, refurbished or equivalent parts supplied by Optoma in performing warranty repairs and assembling replacement products.

#### What is not covered?

- 1. Any products that are not genuine Optoma products.
- 2. This Limited Warranty does not cover user manuals or any third-party software, settings, content, or data, whether included or downloaded in the Product, whether included during instalment, assembly, shipping or at any other time in the delivery chain or otherwise and in any way acquired by you. Optoma does not warrant that any Optoma software will meet your requirements, will work in combination with any hardware or software provided by a third party, that the operation of any software will be uninterrupted or error free or that any defects in the software are correctable or will be corrected.

- 3. This Limited Warranty does not cover a) normal wear and tear (including, without limitation, wear and tear of projection lenses, batteries or protective carry cases), b) defects caused by rough handling (including, without limitation, defects caused by sharp items, by bending, striking, compressing or dropping, etc.), or c) defects or damage caused by misuse of the Product, including use that is contrary to the instructions provided by Optoma (e.g. as set out in the Product's user manual)..
- 4. This Limited Warranty does not cover defects or alleged defects caused by the fact that the Product was used with, or connected to, any product, accessory or software not manufactured, or supplied by Optoma or was used otherwise than for its intended use.
- 5. This Limited Warranty is not enforceable if the Product has been opened, altered, modified or repaired by anyone other than an authorised service centre, if it is repaired using unauthorised spare parts or if the Product's serial number, the Product or accessory date code has been removed, erased, defaced, altered or are illegible in any way and this shall be determined at the sole discretion of Optoma.
- 6. This Limited Warranty is not enforceable if the Product has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products.
- 7. For projection Products, this Limited Warranty is not enforceable if the Products dead pixels are within specification: dead pixels are inherent to projectors and flat panel display technologies, all products with this defect conform to Optoma specifications.
- 8. This Limited Warranty is not enforceable if the Product is operated in an excessively dirty or dusty environment or if it has not been regularly maintained to keep the air intakes free of obstruction
- 9. This Limited Warranty is not enforceable if damage was caused by negligence or failing to carry out appropriate maintenance by the buyer, his customer, the end user or during transport, or in case of an act of God.
- 10.Installing a non "Optoma genuine lamp module" in an Optoma projector Product may void your projector's warranty. Repairs resulting from damage done by a copy lamp module will not be covered under your Optoma warranty
- 11. This Limited Warranty does not cover any items that are in one or more of the following categories: external devices (except as specifically noted); accessories or parts added to an Optoma Product or system after it is shipped from Optoma; accessories or parts that are not installed in the Optoma factory or Optoma Software or peripherals Products.
- 12. This Limited Warranty is not enforceable if damage was caused by the power supply system to which the Product was connected
- 13. This Limited Warranty is not enforceable if the projection Product that has been ceiling mounted in an improper fashion (for instance, ceiling mount with incompatible screws).

## Other important notices

Optoma reserve the right to limit the purchaser to 1 replacement lamp claim under this Limited Warranty.

Optoma reserves the right to ask for the return of any Lamp claimed to be faulty.

This Limited Warranty applies exclusively to complete failure of the Lamp and is not applicable to normal wear and tear such as reduced brightness over time.

The user is advised that Lamps are classed as consumable items. Optoma gives no guarantee that the expected life will always be achieved

Optoma reserves the right, at its absolute discretion, to determine the validity of any Limited Warranty claim. Optoma's decision will be final.

Please remember to make back-up copies or keep written records of all important content and data stored in your Product, because content and data may be lost during repair or replacement of the Product. Optoma, in a manner consistent with the provisions of the section entitled "Limitation of Optoma's Liability" below, shall not under any circumstances be liable, either expressly or impliedly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of, content or data during repair or replacement of the Product.

All parts of the Projector or other equipment that Optoma has replaced shall become the property of Optoma. If the Projector is found not to be covered by the terms and conditions of this Limited Warranty, Optoma and its authorised service companies reserve the right to charge a handling fee.

Statutory Rights - Optoma makes no other Limited Warranty, guarantee or like statement other than as explicitly stated above and this Limited Warranty is given in place of all other warranties whatsoever, to the fullest extent permitted by law.

In the absence of applicable legislation, this Limited Warranty will be the end user's sole and exclusive remedy against Optoma and Optoma shall not under any circumstances be liable, either expressly or impliedly, for any other indirect or consequential loss arising from negligence, breach of contract, or howsoever.

This Limited Warranty does not impair or affect mandatory statutory rights of the end user against and/or any rights resulting from other contracts concluded by the end user with Optoma and/or any other seller.

Optoma is not responsible or liable for any technical, projector, software, server, website or other failures or damage of any kind to the extent that this prevents the participant from, or otherwise obstructs in, participating in the Limited Warranty

Optoma shall at all times adhere to the Data Protection Act 2018 and the General Data Protection Regulation when processing any personal data received pursuant to this Limited Warranty. See our privacy policy on our website. You can find our privacy policy on our website. Please note that during the electronic registration you will be asked for permission for your data to be used by Optoma for marketing purposes.

Optoma reserves the right to audit all claims to ensure that these terms and conditions have been met and to request additional information or supporting documents regarding any claims.

Limitation of Liability - It is understood and agreed that Optoma's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by the purchaser and under no circumstances shall Optoma be liable for special, indirect, incidental or consequential damages or lost profits, lost revenues or lost savings. The price stated for the products is a consideration in limiting Optoma's liability.

**Transfer of Warranty** - Should a Product be sold on by the original owner, the balance of the standard warranty may be transferred to the new user provided that the original purchase documents are transferred to the new user also. This is necessary to show that the Product is within its Warranty Period.