

LIMITED PRODUCT WARRANTY

This document provides the terms and conditions of the Avantis Systems Limited' limited warranty for end-users (known as the "Warranty"). For the purposes of this Warranty, an "end-user" is any school, organisation or educational institution using Avantis Systems Limited products as intended as part of its teaching and learning.

The Warranty applies to hardware products placed in the market by Avantis Systems Limited in the UK, GCC, US and Canada (collectively known as the "Territories") which were manufactured on or after the 1st January 2016.

This Warranty is only valid for an end-user who legally acquires ownership of the Avantis Systems Ltd product. End-users who rent or lease an Avantis Systems Ltd product must contact their rental or leasing company to determine the applicability of this Warranty for their scenario. Avantis Systems Ltd products that have been modified or refurbished are not covered by this Warranty.

PLEASE NOTE THAT THIS WARRANTY IS A VOLUNTARY MANUFACTURER'S WARRANTY AND PROVIDES RIGHTS IN ADDITION TO, AND DOES NOT AFFECT LEGAL STATUTORY RIGHTS OF END-USERS UNDER APPLICABLE NATIONAL LAWS RELATING TO SALE OF GOODS.

STANDARD WARRANTY COVER PERIOD

Avantis Systems Ltd warrants that the product is free of defects in workmanship and materials starting from the exact date of the original purchase of the product by the original End-User (known as the "Original Purchase Date") for a period of one (1) year following this date.

Any claims made under this Warranty initiated outside of the warranty period stated herein will not be accepted or processed. Any claim under this Warranty does not affect any remaining period of the Warranty, unless applicable national laws stipulate otherwise to override this.

MANUFACTURER OBLIGATIONS

During the warranty period as outlined above, and subject to the terms of this Warranty, Avantis Systems Ltd will, as an option, repair any defects in the Avantis Systems Ltd product or issue a free of charge replacement (excluding costs relating to removal, transport, or installation of the product) within a reasonable period of time. Repair components or replacement of the Avantis Systems Ltd product will be provided on an exchange basis (with the original unit being returned to Avantis Systems Ltd) and may be either new products or refurbished to the functionally equivalent level to a new product (unless applicable national laws stipulate otherwise). The warranty period in respect of a repaired or replaced product shall be set at the remainder of the warranty period for the original product (or a longer period if required by applicable national laws). All original products replaced as part of the performance of services under this Warranty shall become the property of Avantis Systems Ltd and the equivalent new or replacement items will become the property of the End-User.

HOW TO INITIATE A CLAIM

In the event that service under the Avantis Systems Ltd Warranty is required, End-Users should contact the local Avantis Systems Ltd Customer Contact Facility, and follow the advice or instructions given. Where applicable and possible, Avantis Systems Ltd may use a number of tools at their disposal to assist with diagnosing an issue. This may include but not be limited to remotely accessing the product (in which case End-Users will be asked to provide consent that Avantis Systems Ltd and/or its representative may remotely access the product). Relevant contact details for the Avantis Systems Ltd Customer Contact Facility are provided at the end of this Warranty and online at www.avantiseducation.com/support.

Claims made under this Warranty are only considered valid upon presentation of the genuine proof of purchase for the product by the original End-User. Accepted proof of purchase documents consist of the original sales order receipt and invoice (or any other valid proof of purchase stipulated by applicable national laws indicating the date of purchase, seller name, model name or product number.)

EUROPEAN BLOC WARRANTY

End-Users can initiate a claim for warranty services across the Territories by contacting their local relevant Avantis Systems Ltd Customer Support Facility. Full warranty entitlement details (such as the service provided and the period of warranty) will be those of the Territory where the warranty claim is initiated.

WARRANTY REPAIRS

Any applicable repairs completed under this Warranty must be undertaken by an official Avantis Systems Ltd Authorised Service Centre. No warranty or reimbursement will be provided for repairs that have been completed by a non-Avantis Systems Ltd Authorised Service Centre.

PRODUCT MODIFICATIONS

The Avantis Systems Ltd product will not be considered to be defective in workmanship nor materials by reason that it requires modification in order to conform to applicable national or local technical or safety standards and / or network settings in force in any country or territory other than the one for which the product was originally intended as indicated on the original product packaging, the product itself and / or the original product paperwork. This Warranty will not cover, and no reimbursement will be provided for, such modification, nor any subsequent damage which may arise as a result.

WARRANTY EXCLUSIONS

The Avantis Systems Ltd Warranty does not, in any event, cover the following:

- a) aesthetic or cosmetic damage, including but not limited to dents and scratches;
- b) costs relating to removal, transport, or installation of the product;
- c) scheduled or periodic check-ups, repair and maintenance or replacement / updating of parts due to normal expected wear and tear during use;
- d) cases where the product serial number, model name / number, or other identifying features on the product have been deliberately made illegible, removed, altered or deleted;
- e) cases where End-Users refuse to provide Avantis Systems Ltd with a piece of security information or username / password for the product, necessary for Avantis Systems Ltd to provide services under this Warranty;
- f) damage to the power source / battery caused by overcharging or failure to use in accordance with the exact instructions for product care detailed in the product manual;
- g) cases where any of the connections or original manufacturer seals on the power source / battery enclosure or cells are broken or show evidence of tampering;
- h) misuse or abuse of the product, including but not solely limited to the failure to use the product for its intended purposes or in accordance with Avantis Systems Ltd instructions for maintenance and usage;
- i) damage or malfunction caused by any cause not attributable to the design and manufacture of the product (including but not limited to water ingress, fire, viruses, neglect, improper use, etc.);
- j) use of the product as part of a profession, business or trade;
- k) use of the product in conjunction with charging units, accessories, components or supplies not approved by Avantis Systems Ltd for use with the product;
- l) damage or failure of the product resulting from incomplete or incorrect setup, installation or use not in line with applicable technical or safety standards, or failure to comply with the specific product manual instructions (unless the installation is completed by Avantis Systems Ltd);
- m) defects which may be corrected by the installation of official original software or software updates not provided by Avantis Systems Ltd, but being freely available on the market;
- n) issues resolvable using Avantis Systems Ltd standard repair methods (End-User installable parts, remote or automated management) where the End-User has refused to implement such methods and techniques without reasonable cause;
- o) cases where failure or damage to the product has occurred as a result of any reconfiguration of the original product, either software or hardware (except if Avantis Systems Ltd previously agreed); and
- p) cases where physical damage of the display panel has occurred;

Services performed by Avantis Systems Ltd in rectifying any defect or damage caused as a result of any of the above excluded reasons shall be then subject to charges for removal, transportation, labour, and part costs. Re-installation of any required original factory software may also be subject to a charge.

PRODUCT SOFTWARE UPDATES

Over both a pre-set schedule and as required, some electronic devices manufactured by Avantis Systems Ltd will require software updates in order for them to continue to work optimally in conjunction with the evolving requirements of other devices and networks. Where possible, Avantis Systems Ltd will freely provide any necessary updates online, via the appropriate portal. It is then the End-User's responsibility to successfully and correctly apply these updates and to ensure that the product has the most up-to-date software installed and running on the device. If an issue with the product in question can be resolved by installing a free and publicly available Avantis Systems Ltd software update, then Avantis Systems Ltd will not view such an issue as a defect covered by this Warranty.

PERSONAL DATA / END USER TERMS AND FILES LEFT IN / ON THE PRODUCT

Avantis Systems Ltd will accept no responsibility for the End-User's storage media (Memory Cards etc.) or property belonging to the End-User not removed from the product before its return for repair. The End-User shall be entirely responsible for protecting or otherwise backing-up their data to ensure against damage, data loss or destruction. Avantis Systems Ltd shall not be liable for the loss of any data howsoever caused.

For the avoidance of doubt, this Warranty does not cover any third party software or hardware which may be sold or packaged with the Avantis Systems Ltd product as supplied to the End-User.

LIMITATION OF LIABILITY

This Warranty will be the End-User's sole and exclusive remedy against Avantis Systems Ltd to the maximum extent permitted by applicable national laws. Avantis Systems Ltd shall not be liable for any indirect or consequential loss arising in connection with the product. Nothing in this Warranty excludes the liability of Avantis Systems Ltd (if any) to End-Users for personal injury or death, intentional acts or gross negligence, fraud or any matter which it would be illegal for Avantis Systems Ltd to exclude its liability under applicable national law or European law.

Avantis Systems Ltd shall not be liable for any failure in service as a result of Avantis Systems Ltd or its agents, contractors or employees being delayed, hindered or prevented in the performance of its obligations under this Warranty by reason of any circumstance beyond its reasonable control, to the maximum extent permitted by applicable national laws. The End-User's statutory rights under any applicable national laws in relation to purchase contracts are not affected by this Warranty. Insofar as Avantis Systems Ltd liability is excluded or limited this shall also apply to its employees, staff, representatives and agents.