

Product Warranty

Terms and Conditions

PRODUCT	WARRANTY PERIOD
Non-Interactive Panels & LED Displays Mimio DS, CleverTouch CM, MimioWall, CleverWall	3 years (Advanced Replacement Terms Below) <i>Extended warranties available to purchase on selected products.</i>
Interactive Flat Panel Displays CleverTouch, MimioPro, ProColor	5 years (Advanced Replacement Terms Below) <i>Extended warranties available to purchase on selected products.</i>
FrontRow-branded or FrontRow-supplied microphone/transmitters Receiver/Amplifiers IR Sensors Microphone drop-in chargers, speakers Power supplies and cords, ezRoom enclosures Juno and ICR Expansion Modules	5 years (Return & Replace)
Interactive Whiteboard and Touch Boards MimioTeach, MimioTouchBoards, and MimioFrame are covered in this group.	5 years (Return & Replace)
FrontRow-branded or FrontRow-supplied user control panels AV Wall Plate Kits <i>Including wall plate, EDID adapters, and 50ft/15m + cables, intercom components</i> Power-Over-Ethernet modules and extractors, other ezRoom devices LessonCam, Strobe Lights, DRS-5000 Server, CB-65 Desktop Microphone, Wall Mount Brackets, VESA Mounts, Mounting Plates, and Split-core Transformers for Page Override.	3 Years (Return & Replace)
Boxlight Accessories Devices & STEM Devices document cameras, stands, mounts, carts, assessment devices, wireless tablets, MyBot, and Robo 3D.	2 years (Return & Replace)
In-box Accessories cables, pens/styli, remote controls, etc. <i>Not covered – non-rechargeable batteries.</i>	2 years (Return & Replace)
Rechargeable Batteries In-box rechargeable batteries.	2 years (Return & Replace)
Interactive Flat Panel Optional Computers Internal pc-modules and OPS computers sold by Boxlight for installation in ProColor Mimio, and CleverTouch Interactive and non-interactive Flat Panel Displays.	2 years (Return & Replace)
FrontRow-branded or FrontRow-supplied Lithium-Ion (Li-ion) Batteries	2 years (Return & Replace)

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Third-Party Products	All third-party products sold by Boxlight shall have the warranty period outlined by their respective manufacturers.
Refurbished Products	1 year (Return & Replace)
FrontRow-branded or FrontRow-supplied Nickel Metal Hydride (NiMH) batteries, Software, USB Hubs, other cables Computers UPS Power Supplies Headworn/Behind-the-neck microphones, other accessories and tripod stands. <i>The Software will operate in conformity with the then current standard Documentation and approved operating systems (except for minor defects or errors not material to the core functionality of the Software under normal use and circumstances) for a period of ONE (1) year from the date of initial delivery of the Software.</i>	1 year (Return & Replace)

1. **THE LIMITED WARRANTY.** Unless otherwise expressly provided herein, Boxlight Corporation, and/or its affiliates ("Boxlight") warrants to the original buyer ("Customer") that the products listed above (the "Product(s)"), under normal use and service, (a) will be free from material defects in materials and workmanship as of the purchase date from an authorized Boxlight Reseller or Affiliate; and (b) will operate in substantial conformance with the specifications provided during the Warranty Period (as defined below). The Limited Warranty extends only to the original buyer and is not transferable to any third party or subsequent owners. The Limited Warranty does not apply to any Products that have been misused, mishandled, modified, improperly installed, or repaired by anyone other than Boxlight or a Boxlight Authorized Service Center (ASC), damaged by accident, not due to the fault or negligence of Boxlight, or failure to use the Product in accordance with instructions provided, or which Boxlight is not capable of testing under its normal test conditions.

- **ADVANCED REPLACEMENT TERMS.** (a) Once a product has been diagnosed as defective by Boxlight Customer Care Agent, Boxlight will ship at Boxlight's discretion and expense, a replacement product to the customer in advance of the customer sending the defective product back. Boxlight will notify the customer how to process the return of the defective product using the instructions included within the Customer Care Agents electronic instructions and included with the replacement product. The customer must arrange for the de-installation of the defective product, package, and shipping coordination of the defective product to Boxlight's designated location, provided within the original instruction, within 30 days of receipt of the replacement product. De-installation of the defective product and re-installation of the replaced or repaired product will be at the customer's own expense. (b) If the defective product is not received by Boxlight within 30 days of the replacement product being recorded by Boxlight as being delivered to the customer, Boxlight reserves the right to invoice the customer for the price of the product, shipping charges, and any other incidentals incurred in the provision of the part and the customer agrees to pay such invoice. The cost of the part or product will be determined by Boxlight and will be based on the market price for the same or similar product. (c) Products provided under warranty as a first-time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced commencing from the date of shipment of the replacement product from Boxlight. The Limited Warranty shall commence on the respective Products' purchase date and expire after the period outlined above lapses (the "Warranty Period").
- **RETURN AND REPLACE.** If you return the Product to Boxlight during the Warranty Period, Boxlight will, at its option and as your remedy for Boxlight's breach of this Limited Warranty and any (if any) implied warranties: (a) Repair or replace all or part of the defective Product; or (b) Refund the purchase price you actually paid, less shipping and handling charges, less reasonable depreciation based on actual use; Repair and replacement may be made with new, still-serviceable used or refurbished materials comparable in function and performance to the original and may include third party items. The above limited remedies are your sole and exclusive remedy for breach of this Limited Warranty to the extent allowed by law. Any Product that has been repaired or replaced under this Limited Warranty will be covered under this Limited Warranty only for the remaining Warranty Period of the original Product. Although Boxlight will provide one of the above remedies, it does not provide any other warranties for any repair or replacement and disclaims all duties (if any) of workmanlike effort or of lack of negligence.

2. **EXCLUSIVE REMEDY.** If the Customer returns the Product to Boxlight during the Warranty Period, Boxlight will, at its option and as the Customer's exclusive remedy: (a) repair or replace all or part of the defective Product; (b) refund the purchase price paid for the defective Product, less any shipping and handling charges and any reasonable depreciation based on actual use of the Product; or (c) repair and replace the Product with new, still-serviceable used or refurbished materials comparable in function and performance to the Product, including the possible use of third party items.

Any Product that has been repaired or replaced under the Limited Warranty shall continue to be covered for the remainder of the Warranty Period. Although Boxlight will provide one of the above remedies, it does not provide any other warranties for any repair or replacement and disclaims all duties of workmanlike effort or lack of negligence.

3. **EXCLUSIONS AND LIMITATIONS. DISCLAIMER OF WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF BOXLIGHT HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF BOXLIGHT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS SET FORTH HEREIN. If, under applicable state law or provincial law, implied warranties may not validly be disclaimed or excluded, the duration of such implied warranties is limited to the same periods from the date of purchase as the express Warranties set forth above.

The Limited Warranty does not cover, and Boxlight has no liability for any Products returned due to aesthetic or subjective aspects of the Product or any of the following claims (each an "Ineligible Claim"): (a) Products marked as "sample" or "Not for Sale" or sold "AS IS"; (b) consumable parts (including lamps and batteries) and any replacement parts that are not provided by Boxlight (except for those items specifically listed above); (c) Products or information that have been subject to modification, alteration, tampering (including with Product information such as serial numbers), or improper installation, maintenance, repairs (including acts taken by an unauthorized service center that cause or contribute to any defect or damage); (d) any hardware not provided in the box with the Product; (e) any software, except for software in the Product or provided by Boxlight that is necessary for the operation of the Product; (f) ordinary use, ordinary wear, or cosmetic damage, including scratches, dings, dents, and broken plastic on ports; (g) any damage caused by: (i) abuse, neglect, or improper use, handling, storage, installation, or testing, including any use that is not in accordance with the product manual, documentation, or other instructions provided with the Product, (ii) breakdowns, fluctuations, or interruptions in electric power or any telecommunications network, (iii) heat, humidity, moisture, or ordinary operation temperatures (i.e., [0°~45°]); or (iv) accidents or Acts of God, including fire, lightning, flood, tornado, earthquake, or hurricane; or (v) any use for commercial purposes (including rental or lease) or (vii) damage caused by or relating to programs, data, viruses, or files, or during shipment or transmissions.

4. **NO OTHER WARRANTIES.** The Limited Warranty is the only express warranty made to the Customer and is provided in lieu of any other warranties (if any), including (without limitation) documentation or packaging.

5. **EXCLUSION OF CERTAIN DAMAGES.** BOXLIGHT SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE ANY BOXLIGHT SYSTEM OR PRODUCT OR IN CONNECTION WITH BOXLIGHT'S PROVISION OF OR FAILURE TO PROVIDE SUCH SYSTEMS OR PRODUCTS. THE LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREUNDER.

SOME PRODUCTS MAY CAUSE SERIOUS HARM WHEN USED IMPROPERLY. DO NOT LOOK DIRECTLY INTO A PROJECTOR LAMP OR LASER POINTER OR DIRECT THESE OBJECTS IN A WAY THAT MAY RESULT IN ANOTHER PERSON INADVERTENTLY BEING EXPOSED TO DIRECT LIGHT OR BECOMING DISTRACTED IN A WAY THAT MAY CAUSE HARM TO THEMSELVES OR OTHERS. PRODUCTS SHOULD ONLY BE USED IN A SAFE ENVIRONMENT FREE FROM ANY POTENTIAL SAFETY HAZARDS, AND IN COMPLIANCE WITH ANY SAFETY WARNINGS AND INSTRUCTIONS PROVIDED BY BOXLIGHT. BOXLIGHT WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE CUSTOMER IMPROPER OR UNSAFE USE OF THE PRODUCTS.

6. **LIMITATION OF LIABILITY.** Boxlight's liability for breach of warranty shall not exceed the lesser of (a) the cost of correcting any covered non-conformities in the Product, or (b) the cost of replacing any non-conforming Product with a conforming one. In no event (including unenforceability of the above limitations and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder) shall Boxlight's aggregate liability for damages under the Limited Warranty exceed the purchase price previously paid by the Customer for the Product under the Limited Warranty. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Customer. The Limited Warranty gives the Customer specific legal rights, and the Customer may also have other rights which vary from state to state and province to province.

7. **INDEPENDENT REMEDIES.** The disclaimers of warranties and the exclusions and limitations of damages in the Limited Warranty, including but not limited to those in Sections 4, 5, and 6, are independent and shall survive even if any remedy fails its essential purpose or is otherwise deemed unenforceable. Each of the disclaimers, exclusions and limitations in Sections 4, 5, and 6 shall apply without regard to whether the loss, liability, or damage arises from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the disclaimer, exclusion or limitation is not prohibited by applicable law.

8. **FILING A CLAIM.** To file a claim during the Warranty Period, the Customer must: (a) notify Boxlight in writing of the claim and provide a detailed description of the issue by visiting <http://mimio.boxlight.com/boxlight-support-overview> or calling (866) 972-1549, and (b) after receiving shipping instructions, return the defective Product with the original packaging and all in-box components and accessories along with an issued Return Material Authorization (RMA) number, issued by Boxlight's Customer Care, that must be displayed outside the shipping package, or the shipment may not be accepted. The Product must be returned at the Customer's sole cost and expense unless otherwise specified. The Customer assumes all risk of loss or damage of the Product during return shipment. A re-stocking fee may apply if the Product is not returned with original packaging and all in-box accessories.

Boxlight has no obligations or liabilities to any Products that are not covered under the Limited Warranty or if the Product does not fall under the Limited Warranty requirements. Boxlight shall evaluate each matter in good faith and determine whether the Product is covered under the Limited Warranty. In the event the Product is not covered under the Limited Warranty, Boxlight will inform the Customer and provide an estimate for repairing the Product. Boxlight shall also provide an option to either return, repair, or dispose of the Product. If the Product is covered under the Limited Warranty, Boxlight shall be responsible for all shipping charges for the return of any repaired or replacement Product.

Warranty service will be performed within a reasonable amount of time upon the Product's receipt by Boxlight.

9. **CUSTOMER RIGHTS AND THE LIMITED WARRANTY.** The Limited Warranty gives the Customer specific legal rights, but additional legal rights may be available depending on the state of residency, and some of the limitations in the Limited Warranty may not apply in certain states. The terms and conditions of the Limited Warranty will apply to the extent permitted by applicable law. For a complete description of Customer legal rights, the Customer should refer to the laws applicable in Customer jurisdiction. Subject to change without notice.

10. **GOVERNING LAW.** The Limited Warranty is governed by and construed in accordance with the laws of the state of Georgia, USA. The Customer and Boxlight agree to exclusive jurisdiction and venue in the state and federal courts in Gwinnett County, Georgia, USA. The parties hereby waive their respective rights to a trial by jury of any claim or cause of action based upon or arising out of or related to the terms in any action, proceeding, or other litigation of any type brought by a party against the other party, whether with respect to contract claims, tort claims, or otherwise. This waiver applies to subsequent amendments, renewals, supplements, or modifications to these Terms.

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