



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**”)
Suite 600, 214 Eleventh Avenue SW
Calgary, AB T2R 0K1 CANADA
Phone: +1.403.245.0333
Fax: 403.228.2500
smarttech.com

This **SMART Assure warranty** applies to specific SMART products, upgrades, and warranty extensions purchased from a SMART reseller or distributor in India.

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.

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).

SMART iQ appliance, SMART Android appliance, and SMART Ultra HD Camera: a period of **three 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.

Display remote controls: 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.

SMART Assure Warranty

The services delivered under this warranty are:

1. 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 Saturday, 10:00 am – 6 pm IST (Indian Standard Time). Web-based support is always accessible at smarttech.com/contactsupport.

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

2. 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.com and select your product to get started finding the information you need. If you are looking for more-advanced support articles, check out our Knowledge Base at community.smarttech.com.

3. Access to advanced hardware replacement or 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). 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 shall determine your entitlement based on your product serial number and the regional warranty entitlement.

SMART Technologies
Suite 600, 214 Eleventh Avenue SW
Calgary, AB T2R 0K1
CANADA

smarttech.com/support smarttech.com/contactsupport

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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 completed by a SMART representative in cooperation 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. 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. Purchase dates must be supported by proof of purchase upon SMART's request.

4. Access to onsite support for RMA (core product only)

Applicable only to products that are eligible for onsite support under the SMART Assure warranty

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..

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. A SMART representative will perform a diagnostic and based on your preference, will work to resolve the issue either remotely or on site. 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 or you have upgraded to onsite warranty service, SMART will schedule the visit of a SMART authorized technician to remove the defective product and install the replacement or repaired product for you. You are responsible for ensuring 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. 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 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 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 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 that is not purchased from a SMART 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), including the direct application of cleaning liquids, abrasives, or other substances to the hardware or to a screen surface other than in accordance with the cleaning and care instructions included in the User Guide for the Product;
- (iii) Causes external to the product, such as electric power fluctuations, failure or interference caused due to any non-compatible hardware or software;
- (iv) Product that has been altered, changed, serviced, or repaired by anyone other than SMART authorized repair personnel,
- (v) Product on which the serial number has been defaced, modified, or removed. Warranty service hereunder shall not operate to extend the original Warranty Term;
- (vi) Damage incurred in shipment by you or SMART authorized reseller or distributor;
- (vii) Coverage for parts of the Product that wear out due to normal course of use, to be determined at SMART's sole discretion; or
- (viii) Coverage for products stored or operated in conditions that do not adhere to the product storage and operating requirements.

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 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



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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.



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Appendix A

	Advanced Hardware Replacement	Return for Repair	Onsite RMA support (core product only)	Remote technical support and online resources ¹
SMART Board GX-V4 series	√	√	√	√
SMART OPS PC module (PCM12-i5)	√	√	√	√

¹ Remote Technical Support is available in Hindi and English. Online resources are available in Hindi and English .