BenQ Europe General Terms and Conditions of Warranty for End Customer

Disclosure

This document serves as a guideline for manufacturing warranty periods and manufacturing warranty services provided by BenQ Europe - "BenQ" - Variations may occur.

The manufacturing warranty is an addition to your contractual rights against the person supplying ("reseller") the BenQ Electronic Products ("Products") to End Customers ("you") and to any legal rights you have against BenQ or any other person. These rights vary by country and are not affected in any way by this warranty.

Subject to the terms and conditions set forth below, BenQ warrants the Products you have purchased from a BenQ authorized reseller to be free from defects in materials or workmanship under normal consumer use during the warranty period. If the Product becomes defective during the warranty period BenQ will, at its option, repair or exchange the Product.

The warranty is invalidated if the defect is caused (howsoever) by misuse, neglect, and tampering or incorrect adjustment / installation. This also occurs if any unauthorized persons carry out any alterations and/or repairs. For further information regarding the correct use of our Products, please read the user manual.

The warranty period for BenQ Products applies from the date of purchase by the first customer. It is transferable only between end costumers and has to be accompanied by the first costumers' original proof of purchase that must contain the units' serial number. If your proof of purchase does not contain a valid serial number, please contact the BenQ Team for further assistance.

BenQ may extend or limit the manufacturing warranty period and service terms of the Products that have not yet entered the sale chain, at any point. This will be verified by using the Products serial number and will be correlated with the proof of purchase. During the warranty period, BenQ will repair or replace defective hardware with factory refurbished parts and products. All exchanged parts and BenQ Product replaced under this warranty will become the property of BenQ.

Acronyms and expressions

DOA- dead on arrival - if the newly purchased Products become defective within the legal DOA period (varies from country to country), BenQ will provide you a brand new exchange unit, using the applicable service term.

POP - Proof of purchase - BenQ will only accept a valid invoice as a proof of purchase.

CID - Customer induced damage - defect caused by misuse, neglect, and tampering or incorrect adjustment / installation. This also occurs if any unauthorized person carries out any alterations and/or repairs.

RMA number - Short for returned merchandise authorization number an alphanumeric identifier used by BenQ that indicates a user has been authorized by the BenQ Team to return a product to the manufacturer for repair or exchange. An RMA is similar to a tracking number in that it identifies a transaction, and both parties can get information on the progress of the transaction by using the RMA number. You must return the Product to BenQ unless otherwise directed by BenQ to a BenQ Authorized Service Provider.

What to do?

If your Product becomes defective within the warranty period, you are only entitled to the specific service term set by BenQ for the specific Product you have purchased.

 To apply for the warranty service, you are required to fill out our online web-form, and offer all the necessary information regarding your product, the defect and your contact information. This can be done on <u>www.benq.eu</u> or the BenQ website specific to your country.
You will then be contacted by the BenQ Technical Support Team ("BenQ Team") via email. The BenQ Team will attempt troubleshooting steps to assist you or to confirm the defect.

3. As soon as the defect has been confirmed by the Agent handling your

case, an RMA number will be issued for your Product.

4. You must return the Product to BenQ unless otherwise directed by BenQ to a BenQ Authorized Service Provider. In case your product has been delivered with physical damage, we kindly ask you to have the following information ready before hand.

This will help us understand whether the damage has been inflicted during transportation or prior to that.

- 1. Inform BenQ via web or the reseller as soon as possible
- 2. Take photos of:
 - a. the packaging material (inside and outside)
 - b. the physical damage
- 3. Make sure you have the invoice and delivery note on hand
- 4. Do not use the product, because usage hours might be verified.

Items not covered by warranty

This warranty only covers defects in parts and workmanship of the product. This warranty does not cover:

1. This Limited Warranty does not extend to any BenQ Product not purchased from BenQ or from a BenQ Authorized Reseller;

2. The periodic maintenance and repairs or replacements of parts due to normal wear;

3. The costs of transport and the risks associated with the journeys of deposit and retrieval of the product by the final customer;

4. Any adaptation of the product which would be necessary for compliance with the technical or safety standards applicable in a country other than that for which the product has been originally designed and manufactured;

5. The damage or defects in the product resulting from:

a) Improper use or installation of the product (use not conforming to that for which the product is intended, installation or use not in accordance with the instructions of BenQ or technical or safety standards in force in the countries where it is used, etc.)

b) Maintenance of the product not complying with the instructions of BenQ or negligence in the maintenance of the product.

c) By the use of parts not manufactured or sold by BenQ

d) Improper handling or a bad treatment of the product (false manoeuvres, drops, shocks, etc.) or an inappropriate environment (poor ventilation, vibration, exposure to moisture, excessive heat, contacts with sand or with any other substance, inadequate electrical supply, etc.)

e) The use of the product with a product (hardware or software), accessory or device not compatible or defective.

f) An adaptation of the product for the purposes of compliance with the technical or safety standards applicable in a country other than that for which the product has been originally designed and manufactured;

g) A modification or repair of the Product performed by a provider not authorized by BenQ.

h) Cases of force majeure, disaster (fire, flood, etc.), lightning, etc.

i) The software, and their updates, other than those provided, developed or authorized by the supplier.

j) The mobile devices whose identification label (IMEI) would be damaged, destroyed, totally or partially removed and those whose label does not correspond to the device.

(h) Damaged by an Act of God, including lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

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