

Optoma 3 year limited projector warranty

This document details the Terms and Conditions for the Optoma 3 year limited Projector warranty as applied to an Optoma projector product sold in: UK, Germany, Denmark, Austria, France, Benelux, Spain, Portugal, Italy, Switzerland, Poland, Czech Republic, Slovakia, Hungary, Sweden, Norway Finland, Ukraine, Belarus, Russia, Turkey and South Africa

Optoma products sourced outside of these regions are not covered by this warranty.

Optoma Europe Ltd and affiliated companies (collectively referred to as "Optoma") provides this Projector Warranty to you being the purchaser of an Optoma 3 year limited Projector Warranty ("Projector Warranty") to cover an Optoma branded Projector Product ("Projector"). User replaceable lamps are excluded from this warranty.

A list of Projector models to which this Projector Warranty can be applied is available on the Warranty page in the Support area of the Optoma website: www.optoma.eu.

Please note that the Projectors are designed to have a life of more than 3 years provided that the Projector is operated in accordance with the instructions in the User Manual.

Optoma warrants to you that during the Projector Warranty period, Optoma or an Optoma authorised service company will, in a commercially reasonable time, remedy defects in materials, design and workmanship free of charge by repairing or, should Optoma in its discretion deem it necessary, replacing the Projector in accordance with this Projector Warranty (unless otherwise required by law). This Projector Warranty is only valid and enforceable in the country where you have purchased both the Projector Warranty and the Projector provided that Optoma has intended the Projector Warranty is for sale in that country and applies only to the Projector Warranty distributed by Optoma or its authorised dealers. Optoma will process each valid claim as quickly as possible within the constraints of their operational procedures. Optoma shall not be held responsible or liable for any loss, consequential or otherwise, howsoever caused due to any delay whatsoever in the supply of a refurbished or replacement Projector under this Projector Warranty.

Warranty period

The Projector Warranty period starts at the time of the Projectors original purchase by the first end-user. The Projector and Projector Warranty must be purchased at the same time. The total Projector Warranty period is 3 years

This Projector Warranty replaces any Projector warranty terms or warranty period in the Optoma's limited warranty document applicable to the original Projector product. The period of this Projector Warranty is not in addition to the original warranty period.

The Projector 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 Projector

Activating the Projector Warranty

The Projector Warranty must be activated to be valid. Purchasing the Projector Warranty does not automatically activate the Projector Warranty; activation is a separate process. To activate the warranty you will need to visit the Warranty page on the Support area of the Optoma website. www.optoma.eu

How to get warranty service

Projector Warranty service is subject to you notifying an Optoma authorised service company of the alleged Projector issue within one (1) month of it having come to your attention and in any event no later than before the expiry of the Projector Warranty Period. To notify an Optoma authorised service company use the contact details for the Optoma Service Centres as listed on the Support area of the Optoma website: www.optoma.eu

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

1. The Projector and the Projector Warranty card associated with the projector
2. The original proof of purchase of the Projector Warranty and the Projector, which clearly indicates the name and address of the seller, the date and place of purchase, the product type and the serial number of both the Projector Warranty and the Projector product

If Optoma deems warranty service of the Projector 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 Projector 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. On receipt, Optoma will test the Projector and if it is deemed to be faulty will repair or replace the Projector. Optoma will dispose of the defective projector parts or if a replacement is made, the complete Projector in an environmentally friendly manner and will ship the refurbished or replacement Projector to you freight prepaid.

What is not covered?

1. This Limited Warranty does not cover a) defects caused by rough handling (including, without limitation, defects caused by sharp items, by bending, compressing or dropping, etc.), or b) defects or damage caused by misuse of the Projector, including use that is contrary to the instructions provided by Optoma (e.g. as set out in the Projector user manual) and/or c) other acts beyond the reasonable control of Optoma.
2. This Limited Warranty is not enforceable if the Projector has been opened, modified or repaired by anyone other than an authorised service centre, if it is repaired using unauthorised spare parts or if the Projector serial number, the Projector, 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.
3. This Projector Warranty is not enforceable if the Projector 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.
4. This Projector Warranty is not enforceable if a Projector has been intensively used. Normal use of a Projector is defined as a maximum usage time of 6 hours per 24 hour period. A usage higher than 6 hours per 24 hour period will not be covered by the Projector Warranty. Some Projectors are covered by a "24/7" guarantee. These Projectors are excluded from this Projector Warranty.
5. This Projector Warranty is not enforceable if the Projector 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
6. This Projector Warranty is not enforceable if the Projector is shut down incorrectly thereby not allowing the Projector to be shut down in a predetermined, controlled manner
7. This Projector 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 in case of an act of God, natural occurrences or during transport.

Other important notices

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 Projector Warranty, Optoma and its authorised service companies reserve the right to charge a handling fee.

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

In the absence of applicable legislation, this Projector 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 Projector 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 Projector Warranty

Optoma shall at all times adhere to the Data Protection Act 1998 when processing any personal data received pursuant to this Projector Warranty. 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.

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

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 Projector with this associated Projector Warranty be sold on by the original owner, the balance of the Projector 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 Projector is within its Projector Warranty period.