

### 1 Guarantee scope

1.1 Guarantee conditions apply to following product lines:

- Distec Public Displays
- Distec industrial monitors
- Distec desktop monitors
- Distec videowall monitors
- Distec High Brightness monitors
- Distec customized monitors

### 2 Guarantee

2.1 Distec grants a manufacturer's guarantee of two years from the date of delivery for LCD displays listed in paragraph 1.

2.2 The performance of guarantee claims shall cause neither an extension nor a restart of the guarantee period.

2.3 During the guarantee period, Distec shall correct product faults based on material or production defects. The guarantee service is executed at Distec's discretion through repair, replacement of defective parts or by exchanging a product for a product of equal quality without charging the customer for material or labour.

2.4 Guarantee claims are only accepted, if Distec receives notification of a defective product within the guarantee period and the product is presented to the Distec Service Centre together with all information as specified in the RMA process.

### 3 Guarantee exclusions and limitations

3.1 This guarantee does not apply to any defect for which Distec is not responsible and which include but are not limited to the following:

- Unauthorised opening or disassembling of the product
- Faulty maintenance by non-observation of maintenance instructions
- Inappropriate storage or cleaning of the product
- Unauthorised modification of the product
- Incorrect use or misuse
- Non-observation of operating and installation instructions
- Permanent display of fixed images (causing image retention or image sticking)
- Operating the product in conditions which exceed the limitations of the specification
- Use of inappropriate boxes, packaging or modes of shipment
- Force majeure like fire, acts of war, acts of violence, chemical or biological impacts, lightning strikes, over voltage or similar events
- Fault resulting from the use of software which was not originally supplied with the product or which is incorrectly installed
- Normal wear and tear and wearing parts (i.e. LCD panel)

- 3.2 Mechanical damage like scratches, pressure or break points are excluded from this guarantee.**
- 3.3 This guarantee does not include accessory parts which are not integral part of the product like boxes, batteries).**
- 3.4 Pixel errors only constitute a fault under the terms of this guarantee if they deviate from the product specification (i.e. ISO 13406-2).**

#### **4 Guarantee processing**

- 4.1 Guarantee claims are dealt with according to the Distec RMA Terms and Conditions and according to the Distec RMA process. In order to avoid unnecessary charges, it is important to adhere to the RMA regulations.
- 4.2 Products must be packed appropriate and professional for a safe return to the Distec Service Centre. Products with panel sizes equal or larger 68 cm (27") have to be shipped on pallets in upright position.
- 4.3 Distec does not assume liability for any customer data stored on products which are returned to Distec.

#### **5 Limitations of liability and benefits**

- 5.1 With this guarantee declaration, Distec exclusively guarantees that the product is free of material and manufacturing faults.
- 5.2 Distec does not issue any other guarantee or similar statements other than this declaration. This guarantee does not impair or affect a buyer's statutory claims against the seller due to material damage. Such claims can be asserted instead of guarantees agreed to here at the buyer's discretion.
- 5.3 Mandatory legal rights and mandatory claims under the German Product liability remain unaffected.

#### **6 Applicable law and place of jurisdiction**

- 6.1 The laws of the Federal Republic of Germany apply.
- 6.2 Place of jurisdiction is Munich.

Germering, 2021-06-25