

WARRANTY TERMS & CONDITIONS i3-Technologies

These terms and conditions (the "Terms and Conditions") apply to all orders placed by a client of a product manufactured by i3-Technologies NV, a company incorporated in Belgium having its registered seat at 8540 Deerlijk, Nijverheidslaan 60 and with company number 0438.852.447 ("i3-Technologies").

Any product manufactured by i3-Technologies is subject to legal warranty under the terms and conditions set forth in articles 1641 – 1649*octies* Belgian Civil Code in the event of a Direct Sale and to the warranty explained in these Terms and Conditions in the event of sale to a Reseller.

The Terms and Conditions are applicable notwithstanding any (contradictory) terms and conditions of a contracting party.

1. DEFINITIONS

- "Customer" means any natural person who, in contracts covered by these Terms and Conditions, is acting for purposes which are outside his trade, business, craft or profession;
- "Direct Sale" means a sale between i3-Technologies and the Original Purchaser;
- "i3-Technologies" means i3-Technologies NV, having its registered seat at 8540 Deerlijk, Nijverheidslaan 60 and with company number 0438.852.447;
- "Original Purchaser" means the Customer who bought the product;
- "Reseller" means the legal entity that bought the Product for purposes of his business or profession and later sold it to the Customer who now invokes his legal warranty;
- "Terms and Conditions" means these terms and conditions;
- "Warranty Period" has the meaning given to it in article 3 of these Terms and Conditions.

2. WARRANTY

i3-Technologies grants the Reseller a standard legal warranty against hidden manufacturing defects for material only in the event of a claim by the Original Purchaser and a standard legal warranty against hidden manufacturing defects for material to the Customer in the event of a Direct Sale.

3. WARRANTY PERIOD

3.1. The Warranty Period is 2 years from the date of sale to the Original Purchaser, unless specified otherwise in the product specifications or warranty overview .

3.2. The performance of warranty claims shall cause neither an extension nor a restart of the Warranty Period. The Warranty Period starts from the date of the sale to the Original Purchaser.

In the event that the date of the sale is unclear. The sale will be deemed to have taken place on the date of the invoice received by the Customer.

4. WARRANTY CONDITIONS

4.1. During the Warranty Period, i3-Technologies shall rectify faults based on material defects. The warranty claim is dealt with the replacement of defective parts or by exchanging the products for products of same model or intended functionality without invoicing labor or material costs.

4.2. Ownership of replaced parts reverts to i3-Technologies.

4.3. Warranty claims are only accepted by i3-Technologies if the defective product is presented within the Warranty Period together with the original invoice and the original receipt from the Reseller who sold the product to the Original Purchaser (specifying the date of purchase, model designation, product serial number and the reseller's name and address) or only the original invoice of i3-Technologies in the event of a Direct Sale.

4.4. Warranty claims are dealt with in consultation with the i3-Technologies service or other service partners authorized by i3-Technologies.

4.5. i3-Technologies will always be considered not to have had any knowledge about the existence of hidden defects, unless the Original Purchaser can demonstrate otherwise. The Original Purchaser or the Reseller loses any claim against i3-Technologies on the basis of hidden manufacturing defects if the defect is not communicated by e-mail or registered letter to i3-Technologies, in the event of a Direct Sale, or the Reseller within 8 calendar days after discovering the hidden manufacturing defect.

5. WARRANTY EXCLUSIONS

5.1. The warranty does not apply under the following conditions:

a. Incorrect use, mechanical damage (e.g. scratches, pressure or break points), incorrect storage or cleaning, transport damage, misuse or other fault of the Original Purchaser or a third party;

b. Connection or use of the product for a purpose other than that for which it is intended and non-observation of i3-Technologies' operating and installation instructions or the valid technical and safety-relevant provisions or standards of the country in which the product is used; i3 gives proper installation instruction through the user manual, but is not responsible for faults made during on-site installation;

c. Non-observation of i3-Technologies care and maintenance instructions when maintaining and caring for the product;

d. Operating conditions, which exceed normal office or private use (e.g. operation in smoky or dusty atmospheres or at extraordinary room temperatures and under UV/IR radiation). Separate operating conditions are specified by i3-Technologies for certain products if necessary;

e. Defects or variations in the electrical power supply or circuits, the air conditioning or other ambient conditions;

f. Failure in equipment beyond the reasonable control of the supplier including but not limited to fire at the premises of the end user, flooding, biological exposure or acts of war;

g. The modification and/or opening of the product by persons not authorized by i3-Technologies;

h. Insufficient or improper maintenance and repair, or the use of non-original replacement parts and consumables not approved by i3-Technologies (e.g. neglect or overlook to clean filters in the right manner and with the proper products);

i. Virus infections or use of the product with software that was not supplied with the product or that was incorrectly installed;

j. Any change in the firmware without prior consultation of i3-Technologies;

k. Pixel errors are unavoidable in LCD and DLP technology. They only constitute a fault under the terms of this warranty if they deviate from the product specification in accordance with the data sheet (e.g. ISO 13406-2);

l. Wrong and/or improper installation of the product;

m. Image burn-in due to no or improper usage of screensavers (image retention, image sticking,...);

n. Disturbances caused by third party material (air conditioning, scalars, controller boards, cabling, convertor pieces, ...);

o. Normal wear and tear of parts (batteries, lamp, prism or colour wheel, LCD panel, DMD in projectors, operating system on computers, ...).

5.2. Accessory parts such as boxes, packaging, batteries or other consumables that are used in conjunction with the product and have to be replaced as expected, are not covered by the warranty.

5.3. Products whose serial numbers have been modified, removed or made illegible by the Original Purchaser are excluded from the warranty.

5.4. Should the Customer complain about faults although they are excluded from the warranty, i3-Technologies reserves the right to charge the Customer for the incurred costs.

5.5. The warranty does not impair or influence the buyer's statutory claims against the seller due to material damage. Such claims can be asserted instead of the warranty agreed to here at the buyer's discretion.

5.6. The Customer will be held solely responsible for shipping damage that occurs due to the use of any packaging material other than the standard i3-Technologies packaging. If the Customer no longer has the original packaging, proper packaging can be obtained from i3-Technologies.

6. LIMITATION OF LIABILITY

6.1. i3-Technologies is in no event liable for any other damage beyond the repair or replacement of the goods, unless proven physical damage to or death of natural persons as a result of an intentional and gross fault.

6.2. Indirect damages are expressly excluded in any event, in any circumstance.

7. GENERAL PROVISIONS

7.1. The possible nullity of one or more clauses of these Terms and Conditions does not invalidate these entire Terms and Conditions or any other provisions. The remaining provisions shall continue to be in full force and effect.

7.2. These Terms and Conditions are without prejudice to any binding legal provision and shall always be interpreted accordingly.

8. APPLICABLE LAW; PLACE OF JURISDICTION

8.1. The laws of Belgium apply to these Terms and Conditions.

8.2. Leuven is agreed upon as the place of jurisdiction for all disputes with general merchants, corporate bodies under public law or separate assets governed by public law. The same place of jurisdiction applies if the Customer has no general domestic place of jurisdiction, or moves their domicile or normal place of residence abroad following conclusion of the agreement or if their domicile or normal place of residence is not known at the time that an action is brought.



www.i3-technologies.com