



SMART kapp® Limited Product Warranty – North America

This non-transferable limited warranty is provided to the original end user purchaser (“**you**”) of a SMART kapp digital capture board (the “**Product**”) from:

SMART Technologies ULC (“**SMART**”)
3636 Research Road NW
Calgary, AB T2L 1Y1
Smartkapp.com

This warranty applies to Product purchases from SMART authorized Resellers in North America.

SMART warrants that the Product will be free from defects in materials and workmanship for the periods set out below (“**Warranty Term**”):

Product: a period of **ninety (90) days** from date of purchase.

Accessories: power supply unit only – a period of **ninety (90) days** from date of purchase.

All other Accessories and parts: No warranty is provided. (i.e. Pens, erasers, brackets.)

WHAT SMART WILL DO TO HONOR THIS WARRANTY

If SMART receives notice during the Warranty Term that the Product does not conform to the above warranty and none of the exclusions or limitations below apply, your exclusive remedy and SMART’s sole obligation shall be for SMART to **replace or repair the Product** (or component of Product) that has proven to be defective at no cost to you, subject to the provisions set out below.

The choice of repair rather than replacement is at the sole discretion of SMART.

WHAT YOU MUST DO TO CLAIM THE WARRANTY

To make a claim under this warranty you will need to:

1. Contact SMART to register your claim and provide sufficient details to enable a SMART representative to assess the claim. It is a requirement to provide the serial number of the Product when requesting a warranty claim.

Contact SMART at:

Website: smarttech.com/Support/Contact Form/KappTechSupport

2. The SMART representative will first attempt to understand and correct the problem via web contact form/e-mail. If SMART’s representative is unable to correct the situation, the SMART representative will confirm the serial number of the Product. If appropriate, the SMART representative will then provide you with a Return of Merchandise Authorization (RMA) number.
3. Ship the Product (or component) to SMART in accordance with the shipping instructions of the SMART representative. The RMA number must be clearly marked on the packaging of the item being returned.

DAMAGED IN SHIPPING

If Product arrives in visibly damaged condition you must note the damage on carrier delivery documents and advise **SMART or Distributor** as soon as possible and before the expiry of ten (10) days after delivery at smarttech.com/Support/Contact Form/KappTechSupport.

COST CLAIM

SMART may seek shipping costs or reimbursement from you 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.

EXTENDED WARRANTY

Extensions of the Warranty Term may be available for the Product from SMART kapp authorized resellers.

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 which is not purchased from an authorized dealer or distributor; (ii) Product that has been 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 any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Product; (iii) Product which has been altered, changed, or improperly or incorrectly serviced or repaired by anyone other than SMART authorized repair personnel, or (iv) any Product on which the serial number has been defaced, modified or removed. Warranty service hereunder shall not operate to extend the original Warranty Term. The Warranty excludes damage incurred in shipment by you or SMART authorized dealer or distributor. 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.

TO THE EXTENT PERMITTED BY LAW, 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, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WITH THE SOLE EXCEPTION OF THE WARRANTY ABOVE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND TO THE EXTENT PERMITTED BY LAW, 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. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED, SMART LIMITS THEIR DURATION TO THE WARRANTY TERM. SOME STATES, PROVINCES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES OR CONDITIONS LAST, SO SUCH LIMITATION OF DURATION MAY NOT APPLY TO YOU.

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 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, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, IN ANY SUCH CASE 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.

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 above limitations or exclusions may 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. Your statutory rights as a consumer are not affected.

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.

SMART Technologies

3636 Research Road NW
Calgary, AB T2L 1Y1
CANADA

smarttech.com/Support/Contact Form/KappTechSupport

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Warranty effective February 2015