

## **BENQ AMERICA CORP. ONE-YEAR LIMITED WARRANTY**

### **BenQ e-Reading Lamp**

#### **Continental United States, Hawaii, and Alaska**

**WHAT IS COVERED:** BenQ America Corp. ("BenQ") warrants BenQ e-Reading Lamp (the "Product") against defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of original retail purchase. This warranty is offered to the original retail purchaser ("Customer" or "you") for Products purchased from the BenQ online store or a BenQ authorized dealer in the Continental United States, Hawaii, and Alaska (the "U.S.").

If a defect exists, BenQ will exchange the Product with a new or reconditioned unit of the same functionally or equivalent unit. A replacement product assumes the remaining warranty of the original Product.

#### **OBTAINING WARRANTY SERVICE:**

1. Warranty service is available for all Products purchased and located in the U.S. To obtain warranty service for your Product, contact BenQ's Technical Support Center ("Tech Support") 24/7 at 1-866-600-2367 or email [benqtech@benq.com](mailto:benqtech@benq.com). You will be asked to furnish your name, address, telephone number, and proof of the original purchase (receipt) containing a description of the Product, purchase date, and the Product serial number (if applicable).

2. Tech Support will attempt to resolve the problem over the phone. If the problem cannot be solved over the phone, Tech Support will issue a Return Merchandise Authorization ("RMA") and instructions for you to ship the defective Product to the BenQ designated service center ("Service Center"). RMAs are valid for thirty (30) days from the issuing date. Products returned without a valid RMA will be returned freight collect.

3. You are responsible for paying shipping charges to deliver the Product to the Service Center and bear the risk of loss, damage or theft until the Product is delivered to the Service Center.

4. All returned Products must be accompanied with: (i) a RMA slip; (ii) the original packing material, power cords and peripherals (if any); and (iii) a description of the problem, and (iv) a copy of the receipt or verifiable proof of the place and date of purchase. All Products must be sent in secured packaging to avoid any in-transit damage.

5. BenQ will return the replacement unit to the address designated by you in the U.S. (limited to one location). BenQ will be responsible for freight charges and the risk of loss, damage or theft until the Product is delivered to you. BenQ is not responsible for shipping or other delays beyond its control.

6. All shipping damages must be reported within seven (7) business days upon receipt of the Product. BenQ is not responsible for the shipping damages reported after such period.

7. DOA (Dead on Arrival). DOA Products must be reported within thirty (30) days from date of purchase. BenQ will replace the DOA Product with a new unit. For DOAs, BenQ will cover the freight charges both ways.



## LIMITATIONS AND EXCLUSIONS

BenQ reserves the right to refuse and return, freight collect, Products: (i) that are not covered by the warranty; (ii) for which there is no trouble found; or (iii) delivered to BenQ without a valid or expired RMA.

This limited warranty does not extend to any Product not purchased from the BenQ online store or from a BenQ authorized dealer, or to any Product that has been damaged or rendered defective due to: (i) normal wear and tear; (ii) as a result of use of the Product other than for its normal and intended use; (iii) operation not conforming to the user's manual; (iv) misuse, abuse or negligence; (v) use of parts not manufactured or sold by BenQ; (vi) modification of the Product; (viii) as a result of service by anyone other than BenQ or a BenQ Authorized Service Provider; (ix) improper transportation or packing when returning the Product; (x) improper installation of third-party products or use of the Product with non BenQ products; (xi) improper environment (including improper temperature or humidity); or (xii) unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God. Furthermore, this warranty does not cover any Product with missing or altered service tags or serial numbers (if applicable) from the original manufacturer. THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. BENQ SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF BENQ CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. THIS WARRANTY CANNOT BE MODIFIED OR EXTENDED. BENQ IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH BENQ PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS 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. (c) 2016 BenQ America Corp. All rights reserved. BenQ and the BenQ logo are trademarks of BenQ Corp., registered in the U.S. and other countries.