

**WARRANTY CARD TOVER NORTH AMERICA B.V. (version April 2021)**

## General

Thank you for purchasing the Tovertafel2.

This document sets out the warranty we offer for the Tovertafel2, the associated mounting system, the games, and the applicable conditions. These conditions will only apply if you purchase the Tovertafel2 for use within your own organisation, not for resale purposes.

## Warranty conditions

### What is covered by this warranty?

We warrant that the Tovertafel2 and the mounting system will not contain any material and manufacturing defects in case of normal use for the effective period of the warranty.

In this context, normal use means that the Tovertafel2 is solely used within the specifications of the user manual/operating instructions and that regularly scheduled maintenance is performed.

This means that if in the Tovertafel2 or the mounting system during the warranty period nevertheless defects occur under normal use and maintenance and these are due to causes inherent to the product, we will repair or, at our discretion, replace (the defective component of) the product at no cost.

During the warranty period, periodic software updates and improvements to licensed games will be made available. If defects occur in the licensed games, we will strive to resolve these defects and make the results available with the next scheduled update of the games.

The warranty is valid with due observance of the following conditions:

### Warranty period

The warranty period starts on the delivery date of the Tovertafel and expires at the end of the period set out below.

The warranty period for the products in the USA and Canada amounts to 24 months, except for the following product categories:

Product category	Warranty period
Beamer lamp	Maximum of 4000 active hours or 24 months, whichever comes first.

### How to request the warranty service?

#### Valid for the USA and Canada:

If the product no longer works (correctly) and this cannot be resolved using the instructions in the manual, immediately contact the Service Department at +19494414539 or [service@tover.care](mailto:service@tover.care), and provide us with the requested information. As per our agreement we work according to the following service levels:

- Service Level 1: These are the shortcomings that our Service department can handle remotely by phone or e-mail;

- Service Level 2: If the defect cannot be resolved remotely, you will receive a temporary replacement Tovertafel and your defective unit will be collected at your location for the warranty services (repairs or replacement). Once the defect has been resolved, the repaired Tovertafel will be returned to you so that it can be installed by yourself. The temporary unit will be collected again in accordance with our instructions.

### **What is not covered by this warranty?**

This product warranty covers defects that are the result of causes inherent to the product. WE DO NOT REPRESENT, WARRANT, OR COVENANT THAT THE PRODUCTS WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. THE WARRANTY DOES NOT APPLY IN THE FOLLOWING CASES:

1. DAMAGE TO PACKAGING, ACCESSORIES, OR COSMETIC DAMAGE TO THE CASING;
2. DEFECTS OR DAMAGE AS A RESULT OF REGULAR WEAR AND TEAR, OR REPLACEMENT OF COMPONENTS THAT BY NATURE ARE SUSCEPTIBLE TO WEAR;
3. LOSS OF CONTRAST AND BRIGHTNESS OF THE PROJECTOR LAMP IN CASE OF FEWER THAN 4000 HOURS OR CORRECT USE;
4. DEFECTS CAUSED BY SOFTWARE, NOT INCLUDING GAMES PROVIDED BY US;
5. IF THE PRODUCT:
  - A) HAS BEEN MODIFIED, DISASSEMBLED, REPAIRED, OR REASSEMBLED BY SOMEONE WHO, OR IN A MANNER WHICH, HAS NOT BEEN EXPLICITLY APPROVED BY US;
  - B) HAS NOT BEEN INSTALLED, USED, STORED, MAINTAINED, OR REVISED IN ACCORDANCE WITH OUR INSTRUCTIONS, INCLUDING THE INSTRUCTIONS SET OUT IN THE APPLICABLE INSTALLATION AND/OR USER MANUAL AND/OR VIDEO;
  - C) HAS BEEN USED IN ANY MANNER THAN INTENDED, USED OUTSIDE OF THE RECOMMENDED ENVIRONMENT, OR USED IN COMBINATION WITH ACCESSORIES THAT HAVE NOT BEEN APPROVED BY US;
  - D) WAS DAMAGED DUE TO AN ACCIDENT, LIGHTNING, FIRE, FROST, WATER, DIRT, EXCESS VOLTAGE, A NATURAL DISASTER, TRANSPORT, OR OTHER CAUSES BEYOND OUR CONTROL; OR
  - E) DOES NOT OPERATE PROPERLY AS A RESULT OF ISSUES ATTRIBUTABLE TO YOU, SUCH AS INTERRUPTIONS IN NETWORK ACCESS (SUCH AS THE INTERNET) AND DISRUPTIONS IN THE HIGH VOLTAGE GRID (INTERFERENCE, DISRUPTIONS, OR POOR QUALITY OF THE NETWORK).

### **Additional conditions**

1. The warranty period will remain in force as of the original purchase date after repairs or replacements.
2. New or functionally equivalent replacement components can be used for repairs or replacements.
3. We will perform the warranty work based on the rates in force at that time in case of defects not covered by the warranty.

### **Limitation of liability**

OUR LIABILITY IS LIMITED AS AGREED IN THE CONTRACT CONCLUDED BETWEEN US. THIS WARRANTY (REPAIR OR REPLACEMENT) REPLACES ANY OTHER STATUTORY WARRANTY INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR LIABILITY AND CONSTITUTES YOUR SOLE AND EXCLUSIVE LEGAL REMEDY. THIS WARRANTY DOES NOT AFFECT STATUTORY RIGHTS THAT CANNOT BE DEVIATED FROM BY MEANS OF AN AGREEMENT.