# **Formular**

## Warranty conditions for monitors



### 1 Warranty scope

1.1 Warranty conditions apply to the CE certified Distec monitor product lines

## 2 Warranty

- 2.1 Distec grants a manufacturer's warranty of two years from the date of delivery for the products mentioned in paragraph 1.
- 2.2 The performance of warranty claims shall cause neither an extension nor a restart of the warranty period.
- 2.3 During the warranty period, Distec shall correct product faults based on material or production defects. The warranty 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 Warranty claims are only accepted, if Distec receives notification of a defective product within the warranty period and the product is presented to the Distec Service Centre together with all information as specified in the RMA process.

### 3 Warranty exclusions and limitations

- 3.1 This warranty 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 produc
  - 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, and backlight in particular)
- 3.2 Mechanical damage like scratches, pressure or break points are excluded from this warranty.
- 3.3 This warranty 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 warranty if they deviate from the product specification (i.e. ISO 13406-2).

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## Warranty processing

- Warranty 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.
- Distec does not assume liability for any customer data stored on products which are returned 4.3 to Distec.

#### 5 Limitations of liability and benefits

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

## Applicable law and place of jurisdiction

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

Germering, 23.02.2023

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