BenQ End User Limited Warranty

BenQ America Corp. ("BenQ") warrants all BenQ brand products, BenQ Scanner, BenQ FilmScanner, BenQ ScanPremio, BenQ Digital Camera, BenQ CRT Monitor, BenQ LCD Monitor, BenQ CD-ROM Drive, BenQ CD-ReWriter Drive, BenQ DVD-ROM Drive, BenQ DVD-RW Drive, BenQ Plasma Display, BenQ LCD TV, BenQ Digital Projector, BenQ MP3 Players, BenQ Keyboard with accompanying cables and adapters (collectively "Keyboard") you have purchased from BenQ or from a BenQ authorized reseller/retailer to be free from defects in materials or workmanship under normal use during the warranty period*:

Monitors

CRT monitors

- Three (3) years parts, labor, and Cathode Ray Tube from purchase date.
- A refurbished replacement unit** will be shipped via 48-hour courier by the following business day after BenQ has received the defective unit. (The only exception to the 48-hour rule is no deliveries on Saturdays, Sundays, or holidays and shipments to certain remote areas may be delayed due to the shipper's practices.)
- Each party will pay for one-way shipping.

LCD monitors

- Three (3) years parts, labor, and LCD back light from purchase date.
- Advance refurbished replacement unit** will be shipped via 48-hour courier by
 the following business day after an RMA number is issued for the first year. (The
 only exception to the 48-hour rule is no deliveries on Saturdays, Sundays, or
 holidays and shipments to certain remote areas may be delayed due to the
 shipper's practices.)
- BenQ will pay for both ways shipping in the first year.
- A refurbished replacement unit** will be shipped via 48-hour courier by the following business day after BenQ has received the defective unit during the second and third year. (The only exception to the 48-hour rule is no deliveries on Saturdays, Sundays, or holidays and shipments to certain remote areas may be delayed due to the shipper's practices.)
- Each party will pay for one-way shipping in the second and third years.
- DOA (Dead On Arrival) Policy:
 - o DOA policy will extend to all resellers and end users
 - o DOA period is 30 day from customer's invoice date
 - BenQ will send out new replacement unit via 2-day courier upon DOA unit received in
 - o BenQ facility

- o BenQ will pay for both way shipping
- o Definition of DOA is no video or no power.

Digital Projectors

BenQ Projector Standard Limited Warranty

- Three (3) years from purchase date or 2920 HOURS within any 12-month period as follows (except for lamps and refurbished units as specified below):
- 1st year QXchange -- Advanced refurbishment replacement unit** will be shipped via 48 hour courier by the following business day after an RMA number is issued for the first year. (The only exception to the 48 hour rule is no deliveries on Saturdays, Sundays, or holidays and shipments to certain remote areas may be delayed due to the shipper's practices.)
- 2nd and 3rd year parts and labor.
- BenQ will pay for both ways shipping in the first year.
- A refurbished replacement unit** will be shipped via 48-hour courier by the following business day after BenQ has received the defective unit during the second and third year. (The only exception to the 48-hour rule is no deliveries on Saturdays, Sundays, or holidays and shipments to certain remote areas may be delayed due to the shipper's practices.)
- Each party will pay for one-way shipping in the second and third years.
- Lamp is 90 days or 500 hours, which ever comes first.
- **Refurbished units** carry a **ONE** (1) YEAR parts and labor warranty (OXchange).
- **Demo units or open boxes** carry **full 3-year** parts and labor warranty.
- BenQ will pay for both ways shipping in the first year. Each party will pay one way shipping freight after the first year during the warranty period.
- DOA (Dead On Arrival): Must be reported within 30 business days of purchase. A RMA number must be issued in order to process the replacement. BenQ will replace the DOA unit with a brand new replacement**. BenQ will cover the freight charges both ways. The customer's credit card number must be obtained before a replacement is sent. BenQ will ship out a advance replacement once receiving the customer's credit card and charge the credit card the MSRP amount of the unit. A immediate credit to the credit card will be issued upon receipt of the faulty product.

**(A new or refurbished replacement will be sent out to the customer, depending if the customer bought a new or refurbishment or based on stock availability.)

- Damages: All shipping damages must be reported within 7 business days upon receipt of the product. BenQ is not responsible for the shipping damages reported after such period.BenQ is not responsible for the shipping damages reported after such period.
- All repaired or replaced parts or products shall be warranted only for the remainder of the original warranty period (hours) specified above.

MP3 Players

• One (1) year parts and labor from purchase date.

Plasma Displays & LCD TVs

- One (1) year parts and labor from purchase date (except for refurbished/demo units as specified below).
 - o Within 90 days, BenQ will pay for both ways shipping
 - o From 90 days to one year, customer pays both ways freight. Customer needs to pack the PDP/LCD TV in its original box and sent the unit back with the RMA number visible on the outside. The unit needs to be insured by customer and for PDP's only, a BenQ authorized trucking company must be used. No Fed-Ex or UPS shipments will be allowed for PDP.
- **Refurbished/Demo units** carry a 90 day warranty. BenQ will pay for both ways shipping.
- Damages All shipping damages must be reported within 7 business days upon receipt of product. After which the customer is responsible for all incurred repair costs.

Scanners & Digital Cameras

• One (1) year parts and labor from purchase date.

FilmScanners & ScanPremio

- One (1) year parts and labor from purchase date.
- Advance refurbished replacement unit** will be shipped via 48-hour courier by the following business day after an RMA number is issued for the first year. (The only exception to the 48-hour rule is no deliveries on Saturdays, Sundays, or holidays and shipments to certain remote areas may be delayed due to the shipper's practices.)
- BenQ will pay for both ways shipping.

Storage Drives

CD-RW Drives

• One (1) year parts and labor from purchase date.

CD-ROM Drives

• One (1) year parts and labor from purchase date.

DVD-ROM Drives

• One (1) year parts and labor from purchase date.

DVD-RW Drives

• One (1) year parts and labor from purchase date.

Keyboard & Mice

• One (1) year parts and labor from purchase date.

Obtaining Depot Warranty Service

If you purchased an BenQ product in the United States or Canada, you are entitled to depot repair service during the warranty period subject to the following terms and conditions:

- 1. Depot warranty service is available for all Products purchased and located in the continental United States or Canada.
- 2. You must contact BenQ Technical Support Center at 1-866-600-2367.
- 3. BenQ or BenQ Technical Support Center will attempt to resolve technical issues over the phone. If telephone resolution is not possible, BenQ or BenQ Customer Service Center will then issue a Return Materials Authorization ("RMA") number to be used as a means of identifying the product returned. RMA authorizations and numbers are valid for fifteen (15) business days and void thereafter
- 4. You must return the product to BenQ or unless otherwise directed by BenQ to a BenQ Authorized Service Provider. You must prepay any shipping charges, export taxes, custom duties and taxes, or any charges associated with transportation of the BenQ product. In addition, you are responsible for insuring any Product shipped or returned and assume the risk of loss during.
- 5. All returned Products must be accompanied with (i) the original shipping and packing materials, (ii) a description of the BenQ product symptom and (iii) proof of the place and date of purchase. The RMA number must be clearly printed on packing slip and on the exterior-shipping container. All Products must be sent in secure packaging to avoid any shipping damages.
- 6. BenQ and BenQ Authorized Service Provider reserve the right to refuse and return, freight collect, Products (i) that are not covered by BenQ's warranty; or (ii)

- for which there is no trouble found. Products delivered to BenQ or a BenQ Authorized Service Provider with an expired RMA may be refused and returned to the customer freight collect.
- 7. BenQ or BenQ Authorized Service Provider will use its best efforts to service Products within 30 business days after BenQ's or BenQ Authorized Service Provider's receipt of the Products at its warehouse facilities located at California, USA, or some other location identified by BenQ. For return shipments, except otherwise described herein, BenQ or BenQ Authorized Service Provider will pay the shipping cost and retain risk of loss until delivery to the customer's location as evidenced by signature collected by carrier. The customer may designate only one location within the continental Untied States or Canada for return shipments. BenQ and BenQ Authorized Service Provider are not responsible for shipping or other delays beyond their control.
- 8. Refund policy is depended on the sales term between end users and resellers/retailers. BenQ will only provide repair or replacement services to endusers.
- 9. The DOA (Defective on Arrival) policy is depended on the sales term between end users and resellers/retailers.

This limited warranty does not extend to any product not purchased from the BenQ authorized reseller. This limited warranty also does not extend to any product that has been damaged or rendered defective (a) as a result of use of the product other than for its normal intended use, or other misuse, abuse or negligence to the product; (b) by the use of parts not manufactured or sold by BenQ; (c) by modification of the product; (d) as a result of service by anyone other than BenQ or a BenQ authorized service provider; (e) improper transportation or packing when returning the product to BenQ or a BenQ Authorized Service Provider; (f) improper installation of third-party products; (g) improper environment (including proper temperature or humidity); (h) unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God. BenQ is not responsible for damage to or loss of any programs, data or removable storage media. You are responsible for saving (backing up) any programs, data or removable storage media.

* EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, BenQ DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BenQ BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL; DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF

BenQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR, REPLACEMENT OR REFUND, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE BenQ LIMITED WARRANTY SET FORTH HEREIN. IF, DESPITE THE FOREGOING LIMITATIONS, FOR ANY REASON BenQ BECOMES LIABLE TO YOU FOR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, THEN, THE LIABILITY OF BenQ WILL BE LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO BenQ OR AN BenQ AUTHORIZED RESELLER FOR THE PRODUCT.

All prices, products, terms & conditions are subject to change without notice. Some states or provinces/jurisdictions do not allow the exclusion or limitation or incidental or consequential damages for consumer products, and some states or provinces/jurisdictions do not allow limitations on how long an implied warranty lasts. In such states or provinces/jurisdictions, the exclusions or limitations of this limited warranty may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state/jurisdiction to jurisdiction. You are advised to consult applicable state and provincial/ local laws for a full determination of your rights.

** Subject to refurbished replacement availability.

Please call Technical Support Center to report a defective product.

Hours: M-F 6:00am - 6:00pm PST

Phone: 866-600-2367

You may also **request information** by mailing to the following address:

ATTN: RMA Department BenQ America Corp. 53 Discovery Irvine, CA 92618

To avoid delays, please DO NOT SEND ANY BenQ product to this address.