



STANDARD WARRANTY AND REPLACEMENT/REPAIR POLICY

NOTE: This Standard Warranty and Replacement/Repair Policy document does not refer to commercial desktop monitors, lcd tvs, plasma displays or medical display products.

Planar Systems, Inc. ("Planar") reserves the right to credit, repair, or replace "in-warranty" product at its option. The warranty on the repaired or replaced units will be ninety (90) days or until the end of the original warranty, whichever is longer. Replacements may be refurbished or new products.

For "out-of-warranty" product, Planar may repair the product or offer replacement product (if available). Ask your Planar representative for details.

Planar requires a Return Material Authorization (RMA) number for return of product. Customers may request their RMA number through the Planar's web site at <http://www.planar.com/>. RMA requests can also be faxed to (503) 748-1493 or phoned in to your Planar client representative at (503) 748-1100. Before issuing an RMA, the following information will be requested in order to determine the warranty status: serial number or original purchase order (depending on type of product being returned), description of item being returned, customer observation of failure, and the "ship-to" address. Additional requested information will include a point of contact name, phone number, and the name of the company seeking the RMA number. Providing this information can greatly improve our ability to serve you promptly. Using the Planar web site greatly facilitates your providing us with this information.

An RMA number will be communicated to the customer with shipping instructions. The customer is responsible for all charges associated with shipping the returned Goods to Planar. Planar pays shipping charges associated with the return of the Goods to the customer. Since Planar will not be responsible for damages incurred while transiting the Returned Goods inbound to Planar for repair, it is recommended that customers insure their shipment through their carrier. RMA numbers will expire for product not returned to Planar within thirty (30) days of the date of RMA issuance. If the original product packaging is not available for the return of the product, consult with a Planar representative before returning the product.

Planar's carrier will be responsible for outbound shipping damages. It is the customer's responsibility, within seven (7) days of receipt, to inspect and report any damage to the product while in transit.

If corrective action or failure analysis is required, notify your Planar representative at the time of your RMA request. If you are asked to complete customer-specific forms for corrective action/failure analysis reporting, you must e-mail the completed forms to the Planar representative. Planar reserves the right to request compensation for failure analysis where the analysis may be lengthy and expensive. The hourly rate for failure analysis is \$400 an hour, with a \$10,000 minimum per failure analysis study.

Corrective actions will not be provided for products failing out of warranty unless mutually agreed between Planar and the customer in a written contract.

Planar reserves the right, as necessary, to declare the cause of any failure to be user-caused (and, hence, not covered under warranty), if in its opinion the damage to the product was the result of inappropriate or abusive usage, whether it was intentional or not.

Planar will work with customers, as necessary, to eliminate the incidence of "no problem found" on returning product. However, Planar reserves the right to ask for compensation when the incidence of "no problem found" becomes chronic.

This policy is applicable where specific, written, customer service agreements are not in place.

Warranty

Planar warrants that the "Goods" will conform to published specifications and be free of defects in material for twelve (12) months from delivery. To the extent that Goods incorporate third-party-



owned software, Planar shall pass on Planar's licensor's warranty to the customer, subject to the terms and conditions of Planar's license. Warranty replacements or repairs shall be warranted for the remainder of the original warranty period. The customer shall report defect claims in writing to Planar immediately upon discovery, and, in any event, within the warranty period. The customer must return Goods to Planar within thirty (30) days of Planar's receipt of a warranty claim notice and only after receiving Planar's Return Material Authorization (RMA). Planar shall, at its sole option, credit, repair, or replace the Goods. If Goods were repaired, altered, or modified by persons other than Planar, this warranty is void. Conditions resulting from normal wear and tear and the customer's failure to properly store, install, operate, handle, or maintain the Goods are not within this warranty. Repair or replacement of Goods is Planar's sole obligation and the customer's exclusive remedy for all claims of defects. If that remedy is adjudicated insufficient, Planar shall refund the customer's paid price for the Goods and have no other liability to the customer. All warranty repairs must be performed at Planar's authorized service center using parts approved by Planar. The customer shall pay costs of sending Goods to Planar on a warranty claim and Planar shall pay costs of returning Goods to the customer. The turnaround time on repairs will usually be thirty (30) working days or fewer. Planar accepts no added liability for additional days for repair or replacement. If Planar offers technical support relating to the Goods, such support shall neither modify the warranty nor create an obligation of Planar. The customer is not relying on Planar's skill or judgment to select Goods for the customer's purposes. Planar's software, if included with Goods, is sold as is, and this warranty is inapplicable to such software. PLANAR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PLANAR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTRACT, OR ANY DEFECT IN OR FAILURE OF THE GOODS, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, ENVIRONMENTAL DAMAGE, INCREASED EXPENSES OF OPERATION, COST OF REPLACEMENT GOODS, OR CLAIMS OF THE CUSTOMER OR CUSTOMER'S CUSTOMERS, WHETHER OR NOT BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS UNDERTAKEN IN THE PREVIOUS PARAGRAPH, PLANAR'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE PAID PRICE FOR THE GOODS UPON WHICH SUCH LIABILITY IS BASED, AND ALL SUCH LIABILITY SHALL TERMINATE NO LATER THAN ONE (1) YEAR FROM THE DATE OF DELIVERY OF THE GOODS.