



Touch Product Warranty

Ideum Touch Product Warranty

ABOUT IDEUM & OUR SUPPORT

Ideum is a U.S.-based company that designs and builds integrated multitouch tables, touch walls, and other hardened systems for use in demanding spaces, including public venues. Our systems are built in small batches and we sell our products directly to companies and individuals all over the world. The same people who build our products provide timely support. All of our operations are based in the U.S. in Corrales, New Mexico.

CUSTOMER SUPPORT

You may call us at **1-505-792-1110 ext. 2** (Mon. – Fri., 9:00am – 5:00pm Mountain Standard Time, U.S. bank holidays observed) for instructions on having the defective unit repaired or replaced. Customers may post support tickets at: support.ideum.com or email Ideum Support at support@ideum.com.

BEFORE CONTACTING SUPPORT

Please check your User's Guide – you may avoid a service call. For warranty service information, please contact the Ideum Support number.

When calling for service, please have the serial number of the system as well as a detailed description of the reason for the call. Parts and service, in accordance with the Ideum warranty, are the responsibility of Ideum and will be provided without charge. Other service requirements will be at the Customer's expense.

LIMITED WARRANTY

"Touch Product" is a generic term that herein shall refer to all models, with exceptions noted, of touch tables and

touch walls that Ideum produces. Your Ideum Touch Product will be repaired or replaced in accordance with the terms of this warranty, at Ideum's option, if it proves to be defective in material or workmanship under normal use during the warranty period ("Warranty Period") effective from the date of receipt at the original shipment destination of the Touch Product. This warranty is extended only to the original end-use purchaser ("Customer"), in good standing with Ideum, and shall not be extended to any other person or transferee. Third party warranties will apply where applicable.

WARRANTY PERIOD

Labor and Parts: three years from receipt ("Proof of Delivery") of Touch Product(s) at the Customer's location. Pano and 86" owners only may receive one free on-site support visit in the first year of the warranty, if required (in the US and Canada only; this does not apply to international sales). Ideum may require the unit to be shipped back for repair if a site visit is deemed unlikely to solve the problem, this is at Ideum's discretion. The Customer's Touch Product will be repaired or replaced, within a reasonable period of time, with a new, substitute model or factory reconditioned unit at Ideum's option. If repaired, parts used in the repair may be new or remanufactured. Replacement units and repair parts are warranted for the remaining portion of the original Warranty Period.

WARRANTY EFFECTIVE DATE

The Customer's Warranty Period begins on the date of receipt of the Touch Product at the Customer's location. **PLEASE KEEP THE PROOF OF DELIVERY** as evidence of the receipt date. The Customer may be required to submit

a legible copy of Proof of Delivery when requesting warranty service.

REMOTE ASSISTANCE

Ideum will make every effort to service the Touch Product remotely. This may include Ideum technicians using a remote service to log in to the unit. For this type of service, the Customer may be required to connect the Touch Product to an Internet connection.

REPAIRS OR REPLACEMENT

Ideum will pay for all parts and labor to repair or replace any component in the Touch Product if it proves to be defective in material or workmanship under normal use.

The Customer is responsible for shipping the Touch Product to Ideum for repair using the original crating or equivalent. Ideum will pay for shipping if a Touch Product arrives at the Customer's location damaged or is defective and is reported to Ideum within the first 90 days. The Customer is responsible for all duties, customs fees, taxes or related costs. Ideum will fix malfunctioning components, replace damaged or defective parts, and pay to return the repaired or replacement Touch Product to the Customer. After 90 days, the Customer must pre-pay all shipping charges and insure the shipment or accept the risk of loss or damage during shipping.

In cases where it is determined by Ideum that a Hewlett-Packard workstation computer is defective, a certified Hewlett-Packard technician will be authorized to complete repair or replacement of the defective workstation computer.

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WARRANTY DOES NOT APPLY TO:

- Service required as a result of improper installation including: incorrect or insufficient AC supply, custom enclosures, or improper mounting of a unit (please consult the User's Guide for power supply requirements).
- Damage (including cosmetic damage), failure, loss or personal injury due to misuse, improper installation and mounting, abuse, negligence, improper maintenance and storage, and acts of nature and other causes beyond Ideum's control. Causes beyond Ideum's control include, but are not limited to: lightning strikes, power surges, power outages, dirty power, and water damage.
- Damage caused in shipping or transit, exclusive of originating shipment.
- Repair or replacement of warranted parts by someone other than an Ideum authorized service technician.
- Improper supervision and maintenance of the Touch Product at installed location.
- Set-up or adjustment of consumer controls or damage caused by improper adjustments to the Touch Product.
- Service issues or damage caused by other third party system components not included in the original purchase. This includes remote switching or control systems, audio or network additions or any other systems that interact with our stand-alone systems.
- Improper or poor performance of custom or purchased software applications.
- Damage caused by installation of unsupported device drivers. Please contact Ideum to determine whether a device driver is supported.
- Significant changes to the operating system(s) including: installation of unsupported software, unsupported updates or patches (this includes TUIO and other unsupported touch drivers), introduction of viruses or malware, or other software related modifications that deviate from the factory settings and norms.
- Damage caused through rental or lending of the Touch Product to persons or commercial entities.
- Lost, damaged, or misplaced accessories or peripherals shipped with the Touch Product.
- United States destined products which are shipped overseas. Ideum products originally shipped to a U.S. address will only be serviced in the United States.
- The cost of repair or replacement of the Touch Product under these excluded circumstances shall be borne by the Customer.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. THE WARRANTY IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. TOUCH PRODUCTS with IR touch technology DO NOT WORK IN LIGHTING CONDITIONS SUCH AS OUTDOOR OR BRIGHT AMBIENT LIGHTING SETTINGS. THE USER IS RESPONSIBLE FOR DETERMINING WHETHER IDEUM HARDWARE PRODUCTS OR SOFTWARE ARE FIT FOR THE USER'S PARTICULAR PURPOSE AND SETTING. THE MANUFACTURER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST OR CORRUPTED PROGRAMMING OR DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on warranty duration, so the above exclusion or limitation may not apply to you. This warranty gives the Customer specific legal rights and you may have additional rights that vary from state to state.

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RETURN POLICY

If you are unhappy with your touch product you can return it within the first 30 days. There is a 20% restocking fee for any standard Ideum Touch Product. ATA flight cases have a 30% restocking fee. For units with custom color or other custom hardware features (excluding RAM, hard drives, cameras, micro-etched glass, and other standard add-ons) a 40% restocking fee applies.

Refunds are provided within 30 days upon receiving the returned Touch Product. The Customer is responsible for shipping the unit to Ideum and for any damage that may occur during shipping. If the Touch Product is damaged, additional charges may be applied. The Professional lifetime licenses of GestureWorks and any other software (included with the sale of Ideum Touch Products) will be voided upon the return of the Touch Product.

MULTITOUCH TABLE & TOUCH WALL SUPPORT

URL: ideum.com/customer-support

Phone: 1-505-792-1110 ext. 2

Email: support@ideum.com

Support Hours: 9:00am – 5:00pm MST,
Monday through Friday.

We respond to most requests within 24 hours.

Buyer / Responsible Clause: Reseller acknowledges and agrees that the goods, software, and technology subject to this Agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations (“EAR”), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Reseller will comply with these laws and regulations. Reseller shall not, without prior U.S. government authorization, export, reexport, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the “Entity List” or “Denied Persons List” maintained by the U.S. Department of Commerce or the list of “Specifically Designated Nationals and Blocked Persons” maintained by the U.S. Department of Treasury. In addition, any goods, software or technology subject to this Agreement may not be exported, re exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.