



DRAPER® END USER AV PRODUCT LIMITED WARRANTY AND RETURN POLICY

(USA and Canada Only)

Draper®, Inc. warrants to the original end user that this AV product is free from defects in material and workmanship for the term noted below.

*The quality of
Draper® audio
visual products
is unmatched.*

*We are so sure
that your
projection screen
or mounting
solution will look
great and work
well that we are
extending our
warranty
program.*

*Designed,
engineered, and
assembled in
the USA, we
stand behind
our products.*

**YOUR
PURCHASE IS
COVERED**

LIMITED WARRANTY AND RETURN POLICY

- **Acumen™ Series:** 7 years from date of purchase.
- **All other Draper projection screens:** 5 years from date of purchase.
- **AV lifts:** 5 years from date of purchase.
- **Operable AV mounts:** 5 years from date of purchase.
- **Stationary AV mounts and structures:** lifetime of the product.

Effective Date: August 15, 2020

This Limited Warranty is not transferable and is limited to the end user and projects for which the product was originally purchased. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer. This warranty applies to Draper AV products purchased through a Draper Authorized Dealer or Draper Authorized Reseller.

If a product defect arises during the Warranty Period, the End User may report it to Draper. The End User must follow all instructions provided regarding return or documentation, within a reasonable time after the End User discovers the defect. No returns will be accepted without prior authorization. Subject to the conditions and limitations set forth below (the “Excluded Items”), Draper will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials. If the End User returns a product to Draper and Draper determines that this Limited Warranty does not apply, Draper will not return the product to the End User unless the End User requests it to do so and pays all expenses of shipment. If the End User does not request and pay for Draper to return the product, it will become the property of Draper, Inc. Any product covered by this Limited Warranty (as determined by Draper) will, after repair or replacement, be shipped back to the End User at the expense of Draper.

DRAPER INC’S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DRAPER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE, OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

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SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY BY DRAPER FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. DRAPER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Excluded Items

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY negligence; improper maintenance; improper storage; misuse; installation not in accordance with Draper printed installation instructions; abuse; impact or other force, whether prior or subsequent to installation; normal wear and tear; fire, lightning, tornadoes, or other acts of God; contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; excessive electrical supply; abnormal mechanical or environmental conditions; application other than intended use; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated, or removed, or has been sold as second-hand.

Draper does not warrant against freight damage, concealed or otherwise. The End User must contact the delivering carrier to report freight damage within 48 hours of receipt of product. Failure to report freight damages within the carrier's guidelines may result in the End User bearing all costs. Failure to sign the delivery receipt acknowledges approval of the product as is and nulls the End User's claim.

Governing Law; Dispute Resolution

This Limited Warranty and the rights contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its choice or conflict of law principles. Any legal action arising under or relating to Limited Warranty shall be settled by binding arbitration in the State of Indiana, unless otherwise agreed by Draper and the warranty holder. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses but not attorneys' fees. Each party shall bear its own attorneys' fees in connection with any such arbitration. Any such arbitration shall be conducted by an arbitrator experienced in AV products or with legal experience required for such arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be enforced by a court of competent jurisdiction. All arbitration costs shall be shared by the parties unless otherwise ordered by the arbitrator.

Effective Date; Amendment

This Limited Warranty shall be effective as of August 15, 2020 and shall only apply to products purchased on or after such date.

Draper reserves the right to amend, modify, or withdraw this Limited Warranty or any provisions herein at any time without notice to any party. Any such amendment, modification, or withdrawal will not affect any product purchased prior to the date of such amendment, modification, or withdrawal.

For more details, please contact Draper or visit our website at

www.draperinc.com/warranty.aspx | 765.987.7999 | 800.238.7999

