



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 735916

Procurement Type: Central Purchase Order

Vendor ID: 000000182626

Legal Name: SCHOOL SPECIALTY INC

Alias/DBA:

Total Bid: \$6,534.12

Response Date: 06/17/2020

Response Time: 8:59

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2000000034

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Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO.1

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Solicitation Response

Proc Folder : 735916
 Solicitation Description : ADDENDUM NO.1
 Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-18 13:30:00	SR 0603 ESR06172000000007679	1

VENDOR
000000182626 SCHOOL SPECIALTY INC

Solicitation Number: CRFQ 0603 ADJ2000000034

Total Bid : \$6,534.12 Response Date: 2020-06-17 Response Time: 08:59:47

Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Smart Boards MX086 or equal and misc.hardware/freight	1.00000	LS	\$6,534.120000	\$6,534.12

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description :	Smart Boards for Mountaineer Challenge Academy 20MCAS-49 See pricing page, Exhibit A.
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Promethean®

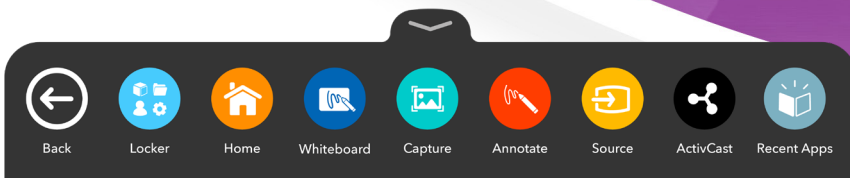


ActivPanel® Nickel™

65" 4K, 75" 4K, 86" 4K

The value-focused ActivPanel Nickel is designed to provide teachers with everything they need straight out of the box. Internet-ready and packed with teaching tools, the ActivPanel Nickel is an all-in-one, reliable solution for schools looking to replace outdated whiteboard systems with an easy-to-use and highly capable interactive display.

The All-In-One, Value-Focused Classroom Solution



A Unified Menu for Seamless Teaching Experiences

The ActivPanel Nickel features a new Unified Menu that places all the most commonly used tools right at teachers' fingertips. It is always accessible and allows teachers to move seamlessly between content and resources without disrupting the flow of lessons. The Locker provides one place to go for all of a teacher's favorite apps, tools, and files, delivering Promethean's most intuitive navigation experience to date.

A Writing Experience Without Limitations

Promethean's exclusive Vellum™ writing technology delivers the industry's most natural writing experience. Free from the disruptions of lag and false strokes, Vellum technology creates a smooth writing performance enabling teachers and students to interact instinctively – like a dry erase whiteboard, only better.

Advanced Educational Tools for New Ways to Engage

The ActivPanel Nickel includes Classroom Essential apps and a variety of teaching tools – all available at the touch of a button. Use the infinite canvas on the highly intuitive Whiteboard app to instantly supplement lessons. Draw, highlight, and annotate over any content from any source, and add excitement to any lesson or activity with the customizable Spinner and Timer apps.

Tested and Built for IT Support and Security

The ActivPanel Nickel has been built from the ground up to integrate into any technology environment reliably, securely, and with a teacher-centric design encourages user adoption. The onboard Android™ 8 operating system delivers a new level of speed, security, and reliability, while enhanced over-the-air updates reduce the time and effort needed to make software and firmware updates. All included software, apps, and platform services are purposefully designed for ongoing enhancements and continuous innovation, ensuring that today's investment will pay dividends well into the future.

ActivPanel Nickel

Robust Interactivity

Teachers and students can collaborate with up to 15 simultaneous touch points. Palm rejection technology allows users to rest a hand naturally on the board and write confidently without making unwanted marks.

New Teaching Untethered

The new MyPromethean app lets teachers login to the ActivPanel and control a variety of Promethean apps from their mobile device. Controlled, multi-device mirroring lets teachers and students collaborate from anywhere in the classroom.



Wi-Fi Connectivity

The included Wi-Fi Module provides the flexibility required for diverse networking needs and offers more classroom mobility.

All-in-One and Connected

The ActivPanel Nickel features the speed, security, and reliability of the Android 8 operating system onboard, with 2 GB of RAM and 16 GB of storage.



Powerful Audio

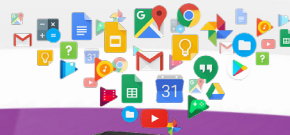
Students who hear better, learn better. The ActivPanel Nickel's dual, front-facing speakers provide clear and rich audio.

Easy Device Connectivity

Teachers can easily access the front-facing ports for HDMI and USB connectivity.

Powerful Lesson Delivery Software Included

Deliver interactive, multimedia lessons offline or online using your choice of Promethean's award-winning educational software solutions. Both ClassFlow® and ActivInspire® software are Promethean created and supported, subscription-free, and included with the purchase of the ActivPanel Nickel.



New Promethean Chromebox

The Promethean Chromebox is the perfect solution for extending an existing Chrome OS™ ecosystem to the ActivPanel Nickel, providing certified and seamless access to your preferred apps from the Google Play Store. View and launch Chromebox apps directly from the Nickel's Locker app in the Unified Menu with one-click access and no need for source switching.

Select from Versatile Mounting



Create the best solution for the classroom with the ActivPanel Stands, including a fixed wall mount, height-adjustable wall mount, height-adjustable mobile stand, and fixed-height mobile stand.

Flexible Computing Options



Promethean offers Chrome OS, Android™, and Windows® computing options so schools can choose the operating system that works best for their IT ecosystem.



DISPLAY

Diagonal Size	65" 4K, 75" 4K, 86" 4K
Screen Type	TFT LCD (Direct LED Backlight)
Aspect Ratio	16:9
Display Area	65" 4K: 1429 x 804 mm (56.3 x 31.7 in) 75" 4K: 1652 x 930 mm (65 x 36.6 in) 86" 4K: 1895 x 1066 mm (74.6 x 41.9 in)
Display Colours	1.07 Billion
Resolution	4K UHD (3840 x 2160 @ 60 Hz)
Response Time	8 ms
Refresh Rate	120 Hz
LCD Viewing Angle	178°
Brightness	65" 4K: 350 cd/m2 75" 4K: 350 cd/m2 86" 4K: 400 cd/m2
Contrast Ratio	4000:1
Ambient Light Sensor	Yes
Glass Hardness	9H (pencil), 7 (Mohs)
Glass Type	Heat-tempered, Anti-Glare

INTERACTIVITY

Front Facing Controls	Yes, with Power, Menu, Volume Controls, Source Selection
Vellum™ Writing Technology	Yes
Continuous Touch Points	15
Touch Resolution	32768 x 32768 px
Response Time	10 ms
Touch Accuracy	1 mm
Tracking Rate	4 m/s
Scan Rate	100 Hz
Gestures and Edge Swipes	Windows® Supported
Pens Included	1
Pen Type	Battery-less Pen
Pen Holder	Integrated Full-length Pen Tray
Pen Tip Diameter	3 mm
Pen and Touch Differentiation	No
Palm Detection	Yes
Annotation Over Any Source	Yes
Classroom Essential Apps	Included
Compatibility	Windows® 7 to 10 OS X® 10.8 to 10.11 macOS® Sierra 10.12.1 or later Linux® Ubuntu® 18.04 LTS Chrome OS™

CONNECTIVITY

OPS Slot	1
HDMI® In (Rear)	2 (2.0)
HDMI In (Front)	1 (2.0)
USB-A 2.0 (Rear)	1
USB-A 2.0 (Front)	1
USB Touch (Type B) (Rear)	1
USB Touch (Type B) (Front)	1
USB-A 3.0 (faster data transfer) (Front)	1 (OPS)
LAN In (RJ45)	1x 10/100 Mbps
LAN Out (RJ45)	1x 10/100 Mbps
RS-232	Yes
Wake-on-LAN	Yes
Wi-Fi® Module	Optional, IEEE® 802.11a/b/g/n/ac Wireless, 2x2
VGA In	1
VGA Audio In	1
CVBS	1
Mic In (3.5 mm)	1
Headphone	1

COMPUTING

Operating System	Android™ Oreo 8
RAM	2 GB
Internal Storage	16 GB
CPU	Quad Core: (2) ARM Cortex A73, (2) ARM Cortex A53
GPU	ARM Mali-G51 MP2
Over-the-Air Updates	Yes

AUDIO

Dual Front Facing Speakers	2 x 15 Watts
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POWER

Power Requirements	100V - 240V AC
Power Consumption (Normal)	65" 4K: <=190W 75" 4K: <=350W 86" 4K: <=390W
Power Consumption (Standby)	<=0.5 W
Ultra-Quiet Fanless Design	Yes

ENVIRONMENTAL

Operating Temperature	0°C to 40°C (32°F to 104°F)
Storage Temperature	-15°C to 55°C (-5°F to 131°F)
Operating Humidity	20% to 80% non-condensing humidity
Storage Humidity	20% to 90% non-condensing humidity

PHYSICAL SPECIFICATIONS

Panel Dimensions	65" 4K: 1536 x 960 x 114 mm (60.5 x 37.8 x 4.5 in) 75" 4K: 1767 x 1093 x 128 mm (69.6 x 43.0 x 5.0 in) 86" 4K: 2018 x 1236 x 136 mm (79.4 x 48.7 x 5.4 in)
Packed Dimensions	65" 4K: 1660 x 1045 x 245 mm (65.4 x 41.1 x 9.6 in) 75" 4K: 1880 x 1160 x 280 mm (74.0 x 45.7 x 11.0 in) 86" 4K: 2140 x 1340 x 280 mm (84.3 x 52.8 x 11.0 in)
Net Weight	65" 4K: 46 kg (101 lbs) 75" 4K: 64 kg (141 lbs) 86" 4K: 84 kg (185 lbs)
Packed Weight	65" 4K: 57 kg (125 lbs) 75" 4K: 81 kg (179 lbs) 86" 4K: 102 kg (225 lbs)

COMPLIANCE & CERTIFICATION

Regulatory Certifications	CE, FCC, IC, UL, CUL, CB, RCM
Energy Star Certified	65" 4K: Yes 75" 4K: Yes 86" 4K: No

EDUCATION SOFTWARE LICENSE

ActivInspire® Professional Single User	Included
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PACKED CONTENTS

What's in the Box (1)	(1) ActivPanel Nickel (1) 3M Length HDMI Cable (1) 3M Length USB cable (A-B) (1) 3M Regional Power Cable (1) Remote Control (2) Batteries for Remote Control (1) ActivPanel Nickel Pen (1) Sealed Antistatic Bag (4) VESA mount screws (M6) (1) Mini PC Bracket with screws (2) ActivSoundBar brackets (1) Quick Install Guide
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INSTALLATION

The installation of this product should be completed by a qualified installer. Use of components not supplied by Promethean or not meeting minimum specifications may impact performance, safety and warranty. For more information, visit Support.PrometheanWorld.com.

WARRANTY

Warranty term and upgrade options vary by region. Contact your local reseller or distributor for information and visit PrometheanWorld.com/Warranty.

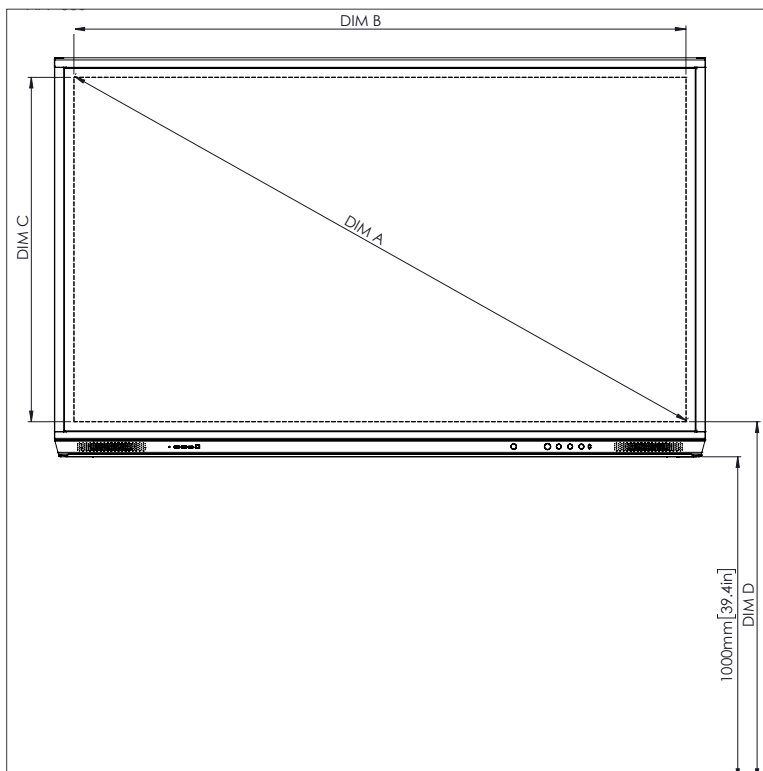
SUPPORT

For all Promethean products, visit Support.PrometheanWorld.com.

TECHNICAL DRAWINGS

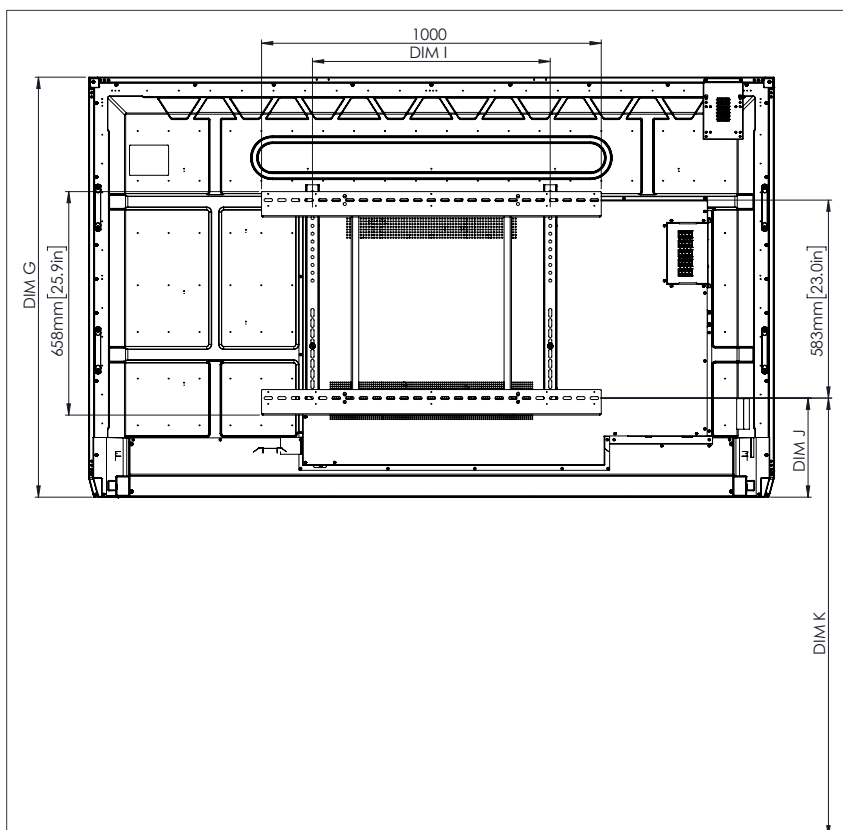
School Specialty Item Number 2019989

86"

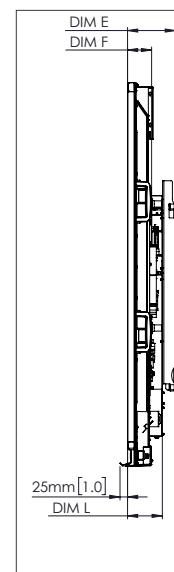


Front

DIM	DIMENSION (MM)	DIMENSION (IN)
A	2177	85.7
B	1897	74.7
C	1067	42.0
D	1107	43.6
E	155	6.1
F	78	3.1
G	1236	48.7
H	2018	79.4
I	700	27.6
J Min	292	11.5
J Max	430	16.9
K Min	1292	50.9
K Max	1430	56.3
L Max	112	4.4



Back



Side

ActivPanel 2019 Nickel SS 04/19 v1.8 EN-INTL

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I. General Provisions Applicable to All Hardware**A. Warranties Overview of Promethean Hardware Warranties:**

Promethean offers two types of warranty “ActivCare Standard” and “ActivCare Plus.” The warranties are non-transferrable and apply only to products purchased from Promethean Group companies or its authorised Promethean Channel Partners.

B. Promethean ActivCare Standard Warranty:

This is the warranty offering which is automatically provided at no charge for all non-registered Promethean hardware products. The service level and warranty term provided under the ActivCare Standard Warranty varies depending on the product. For an up-to-date list of which service level and which term applies to a particular product, please see the Warranty at a Glance Matrix (a link to the Matrix is provided below). The warranty period for all products starts on the date of purchase of the product from Promethean unless the product is registered via Promethean’s Registration Portal within 90 days of the date of installation or set up in which case the warranty period for those registered products starts on the date of installation or set up. Once products are registered, a certificate of registration is available from the Registration Portal.

C. Promethean ActivCare Plus Warranty:

This is the warranty extension and enhancement to the Promethean ActivCare Standard Warranty which may be purchased from Promethean or an authorised Promethean Channel Partner. The service level and warranty term provided under the ActivCare Plus Warranty varies depending on the product. For an up-to-date list of which service level and which term applies to a particular product, please see the Warranty at a Glance Matrix (a link to the Matrix is provided below). ActivCare Plus Warranty requires activation through Promethean’s Registration Portal within 180 days from the date of product installation or set up, otherwise the extension and enhancements will not apply and the warranty will revert to the ActivCare Standard Warranty for the applicable product. The Registration Terms & Conditions can be found in Part V at the end of this document.

For a list of warranty types available, please see the ActivCare Warranty Country List found at

<https://support.prometheanworld.com/all-supported-countries>

For an up-to-date list of the warranty terms and the service levels which apply for particular products under

each of the warranties please see the Warranty at a Glance Matrix at:

<https://support.prometheanworld.com/warranty-at-a-glance-matrix> which by this reference both documents are incorporated and made part of these Hardware Warranty Terms and Conditions.

II. Warranty Service Levels

Promethean provides three types of service: Return for Repair (RFR); Advanced Replacement Cover (ARC); and On-Site Support (OSS), dependant on which of the two warranty types (ActivCare Standard & ActivCare Plus) apply to the product: For all levels of warranty service, the customer is responsible for contacting Promethean at the time of failure or fault. Promethean Technical Customer Support will then complete a diagnostics process with the customer's co-operation.

For details on Promethean Warranty Support please visit our web page. Please choose the language options for other language support information. The English support link is below.

<https://support.prometheanworld.com>

A. Return for Repair:

1. Once a product has been diagnosed as defective by Promethean Technical Customer Support, Promethean may advise the customer to arrange for the defective product to be de-installed, and appropriately packaged for transit at the customer's own expense to Promethean for repair or replacement. Promethean will advise the customer where the defective product needs to be returned.
2. Delivery and tracking of the defective product to Promethean is the customer's responsibility and it is suggested that a suitable shipper with tracking services be utilised.
3. Following receipt, inspection and approval by Promethean, the product will either be repaired or replaced at the discretion of Promethean and such product will be sent to the customer at Promethean's expense. De-installation of the defective product and re-installation of the repaired or replaced product will be at the customer's own expense.
4. Products provided under warranty as a first time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced, commencing from the date of shipment of the replacement product from Promethean, except in the case of replacement lamps which will have a warranty period of 90 days from the date of shipment.

B. Advanced Replacement Cover:

1. Once a product has been diagnosed as defective by Promethean Technical Customer Support, Promethean may ship, at Promethean's discretion and expense, a replacement product to the customer in advance of the customer sending the defective product back. Promethean will notify the customer how to process the return of the defective product using the pre-paid label included with the replacement product. The customer must arrange for the de-installation of the defective product, package and ship the defective product to Promethean within 30 days of receipt of the replacement part or product. De-installation of the defective product and re-installation of the replaced or repaired product will be at the customer's own expense.
2. If the defective product is not received by Promethean within 30 days of the replacement product being recorded by Promethean as being delivered to the customer, Promethean reserves the right to invoice the customer for the price of the product, shipping charges, and any other incidentals incurred in the provision of the part and the customer agrees to pay such invoice. The cost of the part or product will be determined by Promethean and will be based on the market retail price rate for the same or similar product.
3. Products provided under warranty as a first time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced commencing from the date of shipment of the replacement product from Promethean, except in the case of replacement lamps which will have a warranty period of 90 days from the date of shipment.
4. If a replacement product sent in advance is utilised as part of any other product, defective or otherwise, other than the defective product for which it was originally intended, such replacement product will have no further warranty and any balance left on the warranty term available from the original product sold will not apply.

C. On-Site Support:

1. Once a product has been diagnosed as defective by Promethean Technical Customer Support, Promethean will arrange for a Promethean Service Provider (PSP) to visit the customer on-site at Promethean's cost. Promethean may also ship a replacement product to the customer for the PSP to utilise at their visit. Once the replacement product arrives at the customer site, the customer is liable for the

product's care and condition.

2. The PSP is responsible for de-installing the defective product and re-installing any replacements and for ensuring the product is in full working order before leaving the site.
3. The PSP is also responsible for packaging any faulty products from the customer location for return to Promethean at Promethean's cost.
4. If on arrival at a customer location the PSP is requested to repair a product(s) which does not have the same product details (e.g. serial number and product type), as reported at the time of the diagnosis, the PSP will not be required to complete the repair and Promethean reserves the right to invoice the customer for the call-out charge, and / or parts supplied under the original call / claim as well as any other incidentals incurred in the provision of the part which the customer agrees to pay.
5. Products provided under warranty as a first time replacement will receive the benefit of the balance of the warranty term available for the product which they have replaced commencing from the date of shipment of the replacement product from Promethean, except in the case of replacement lamps which will have a warranty period of 90 days from the date of shipment.
6. Any issue that could impact a warranty repair, not specifically stated in these Terms and Conditions, will be examined and determined by the PSP during the on-site risk assessment. The PSP has the final decision on whether the on-site work can be carried out safely.
7. To be able to repair the defective product in a responsible manner the customer's equipment and the site shall be easily accessible including the following criteria: -
 - a) Promethean may request assistance from the customer to move the defective product at the customer's site; the customer must comply, where able;
 - b) If the product is mounted on a wall, it should be no higher than 1.4 m from the floor to the lowest bottom edge of the product;
 - c) The product should be directly accessible, without obstructions of any kind,
 - d) If the product is situated above the ground floor, then the product needs to be accessible by an elevator lift that can contain the packaged replacement product.
 - e) If the product is installed on a third party mount or in a third party display, it must be accessible without the need for specialist tools or equipment;
 - f) Promethean reserves the right not to carry out the warranty service if any of these criteria are not met.

D. Installation:

Promethean recommends that all its products be installed by a competent installer. Damage caused by substandard installation will be excluded from the warranty; please refer to part III Warranty Exclusions. Promethean will not be liable for any damage to property or bodily injury resulting from improper, faulty or substandard installation.

E. Warranty Logistics:

1. The customer is responsible for ensuring all replacement products are without visible physical damage at the point of delivery. Any reports of damage must be reported to Promethean Group Companies within seven days.
2. Promethean product deliveries are kerbside delivery only, meaning they will be delivered to the nearest safe point on your property nearest the kerb. You will need to make sure you have sufficient manpower available to move the delivery. The driver will not be able to do this for you.
3. Promethean product collections are from the ground floor communal entrance to the building.
4. For countries that do not accept DDP deliveries (Delivery Duty Paid), Promethean will deliver to either the airport or port closest to the delivery address. It is the customer's responsibility to accept delivery and pay for all customs clearance levies & forward logistics. Promethean will accept a follow on charge for any duties and expenses incurred.

III. Warranty Exclusions

A. No warranty is provided by Promethean in the following circumstances:

1. Products that have not been purchased by the customer from Promethean or an authorised Promethean Channel Partner;
2. Products that have been modified and/or used as component parts of other products be they Promethean or otherwise;
3. Products used other than in accordance with the Promethean product instructions or manufacturers'

specifications;

4. Products deliberately or accidentally damaged, howsoever caused, including but not limited to misuse; abuse; loss or damage caused by fire, natural disasters, war, acts of violence or riots; the relocation of equipment; products in transit; power failures or fluctuations in power supplies; extreme environment (including extreme temperature or humidity); extreme physical or electrical stress or interference; substandard installation or repair completed by any installer or third party provider; the deliberate defacement of products by etching / writing including, but not limited to post code, name, or other identifier on the product; or failures occurring as a result of incorrect removal / replacement and re-installation of products;
5. Products deliberately or accidentally damaged due to a cleaning regime not in accordance with the cleaning and maintenance instructions supplied by Promethean available from <https://support.prometheanworld.com>;
6. For items such as brackets and fittings which may be included in the packaging and which may be utilised for the affixing of a warranted product;
7. For consumables (other than the projector lamp as set out below in the Miscellaneous Section) including but not limited to batteries, fuses, connectors, trims, buttons, cables, power supply units and pen nibs;
8. For products damaged as a result of their use with third party products or applications; or;
9. For Industry Standard Components within products, should the failure occur outside of international standards relating to the component; and
10. For those products where the serial number has been removed or defaced, as this prevents warranty and ownership identification;
11. Product servicing or repairs not authorised by Promethean.

B. Misrepresentation of Warranty Terms:

Promethean will not be held liable for any instances where a Channel Partner has misrepresented the terms or levels of service of any warranty provided by Promethean. The customer is responsible for understanding the relevant Promethean Hardware Terms and Conditions that apply to any and all Promethean warranties, prior to purchasing the product. Promethean will not service any warranty claims or service levels offered independently by its Channel Partners or other resellers.

C. Failures related or due to any of the following are not covered by the Promethean Warranty:

1. Installation, set-up or configuration of the Product including any connection to any WAN or LAN networks;
2. Third party hardware and or software;
3. Third party external cabling;
4. Servicing not authorised by Promethean

IV. Miscellaneous

1. Replacement product will be of equal calibre to the original product or better but are not required to be new. They may be fully functional refurbished / repaired products.
2. Promethean reserves the right to charge for any services it delivers in servicing a claim which contravene any of these Terms & Conditions. The customer will be notified at the time of the service being booked / ordered if a charge is likely to apply. If at a later date Promethean establishes it has serviced a claim which in actuality was in contravention of the applicable Terms & Conditions, including no fault being found, Promethean reserves the right to invoice the customer for parts, products, labour and other expenses incurred in servicing the claim. In addition to the remedies which Promethean may have as a matter of law, failure to pay the invoice could lead to Promethean refusing to service any future claims from the customer until such time as the invoice is paid.
3. Promethean reserves the right to invoice customer for parts, products, labour, and other expenses incurred in servicing the claim. In addition to the remedies which Promethean may have as a matter of law, failure to pay the invoice could lead to Promethean refusing to service any future claims from the customer until such time as the invoice is paid.
4. Promethean reserves the right to request photographic evidence of the defective product and or of the site where the defective product is located before service commences.
5. Dead on Arrival (DOA) Provision for Customers
 - a) A product qualifies as a DOA if it fails at first use within 10 days of installation or set up and within 120 days of purchase from Promethean Group Companies. If the product is then identified as non-

functional, through a diagnostics process completed by the customer and Promethean Technical Customer Support, then Promethean will replace the defective product according to the Advanced Replacement process outlined in Section II: Warranty Service Levels.

- b) If the first use and failure of the product occurs more than 120 days from purchase of the product, the customer shall be entitled to warranty support for that product in accordance with the Promethean ActivCare Standard Warranty terms.
 - c) Customers will have to arrange re-installation of the replacement product at their own cost.
 - d) In the event that a dispute arises, the Promethean Hardware Warranty Terms and Conditions which are applicable to the country where the product(s) are installed or set up, will apply irrespective of where or from which authorized Channel Partner the relevant product was purchased.
6. Lamps, when first purchased as part of a projector, receive a warranty as outlined in the Warranty at a Glance Matrix found at: <https://support.prometheanworld.com/warranty-at-a-glance-matrix> and which by this reference are made part of these Warranty Terms and Conditions.
- i) Replacement lamps will be replaced under the Advanced Replacement Cover service terms. This is subject to operation of the projector within the guidelines and in normal conditions as defined in the user guide for the applicable projector.
 - ii) Registration of a projector or purchase of an enhanced warranty does not extend the warranty term on a lamp beyond the term specified in the Warranty at a Glance matrix.
 - iii) The warranty for the projector lamp applies exclusively to a complete failure of the lamp and does not apply to normal wear and tear such as reduced brightness over time.
 - iv) Projector lamps are consumable items and Promethean provides no guarantee that the expected life will be achieved.
 - v) Lamps purchased separately from the projector receive 90 days RFR warranty only.
7. Products provided as promotional activity, at Promethean's sole discretion, will receive the Promethean ActivCare Standard Warranty applicable to the relevant product and country, starting from the date of shipment from Promethean.
8. The Customer is responsible for:
- I. Providing full and proper details of any fault to Promethean Technical Customer Support and co-operating with the diagnostic process. If the customer fails to follow the Promethean Technical Customer Support diagnostics process, Promethean reserves the right to invoice the customer for the call-out charge, and /or parts supplied under the original call / claim as well as any other incidentals accrued in the provision of the part.
 - II. Removal of personal data from the defective product, as Promethean will not be held responsible for restoring or securing personal data.
 - III. Removal of any non-Promethean hardware, including but not limited to USB memory sticks, PC cards and OPS (Open Pluggable Specification) hardware.
9. Any products, sold by Channel Partners to territories not specifically listed but which may be deemed to be part of a particular listed territory by a customer or parties outside of Promethean, will only be serviced under the Return for Repair service level.

V. Registration of Products and Activation of Warranties Terms and Conditions

1. In order for Promethean to properly service its customers under the ActivCare Plus Warranty offerings, Promethean must obtain information about the customers and the products they have purchased and installed. To capture this information, Promethean enables registration of products and activation of ActivCare Plus warranties via the Promethean Registration Portal.
<https://registration.prometheanworld.com>
2. It is the responsibility of the registrant to ensure all information provided during the registration process is correct and verified. Should the registered details provided be found to be incorrect, Promethean will view this as a contravention of its Terms & Conditions and may at its sole discretion deem a registration null and void and therefore any and all applicable warranty terms and conditions provided as a result of a registration will also be deemed null and void.
3. Registration of a product via the Registration Portal in no way infers that the installation was completed by a competent installer. Registration of a product on behalf of a customer via the Registration Portal in no way infers ownership of the product by the registering party.
4. Unless otherwise indicated, a registration via the Registration Portal will be presumed to have been done with approval of the registered customer.
5. Registration of products which carry Promethean's ActivCare Warranty must be completed within 90 days from installation or set up and installation must be done within 365 days from date of shipment from Promethean. Activation of Promethean's ActivCare Plus Warranty for the registered product, must be

completed within 180 days of installation or set up and installation must be done within 365 days from date of shipment from Promethean. After this time Promethean may not recognize products as being validly registered. Promethean reserves the right to remove any registrations which are completed in contravention to any of its Terms and Conditions.

Click on the following links for more details:

<https://support.prometheanworld.com/warranty-activcare>

<https://registration.prometheanworld.com>

VI. Legal Terms: Statutory Rights and Restrictions

Except as set forth in these Warranty Terms and Conditions and to the maximum extent permitted by law, Promethean specifically disclaims all and any express or implied warranties, including without limitation, warranties of merchant ability and fitness for a particular purpose and warranties against hidden or latent defects. In so far as Promethean cannot lawfully disclaim or exclude implied warranties under applicable law then to the extent possible any claims under such implied warranties will end on the expiration of the applicable warranty term.

These warranties give you specific legal rights, and you may also have other rights that vary from country, province or state. These limited warranties are governed by and construed under the laws of England.

A. Entire Agreement:

This document and any document referenced herein sets out the entire agreement relating to the terms and conditions of the Promethean Hardware Warranties and supersedes any prior agreements, arrangements or representations regarding the product including any representations made in Promethean sales literature or advice given to you by Promethean or any employee of Promethean or any reseller, business partner, partner or distributor of Promethean. No reseller, business partner, partner or distributor of Promethean is authorised to make or agree any modification, extension, addition or variation to the terms and conditions of and of the Warranty Terms and Conditions nor to offer any other remedy (including but not limited to the offer of a refund) for or on behalf of Promethean. No change may be made to these Warranty Terms and Conditions unless made in writing made by an authorised officer of Promethean.

B. Severability:

If any provision of these Promethean Warranty Terms and Conditions is held invalid, illegal or unenforceable by any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of these Terms and Conditions that is fundamental to the accomplishment of the purpose of these warranties is held to any extent to be invalid, the Customer and Promethean shall immediately commence good faith negotiations to remedy that invalidity.

C. Limitation of Liability:

To the maximum extent permitted by law, Promethean is not responsible for direct, indirect, special, incidental, or consequential loss or damage howsoever arising as a result of a breach of any warranty or condition or term by Promethean, whether in tort, contract (including negligence), equity or any other legal theory whatsoever including but not limited to any loss of or damage to data, loss of goodwill, loss of business, loss of business opportunity, or loss of reputation.

The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional or gross negligent acts and or omissions or any other loss or damage for which liability may not be limited or excluded as a matter of law.

Unless otherwise required by applicable law, Promethean's total liability under or in connection with these terms and conditions or any warranty claim shall in the case of any enhanced warranty be limited to reimbursement of the costs paid by the customer for any enhanced warranty and otherwise shall be limited to £100.00 (one hundred pounds).