

## **Exhibit B**



# SMART BOARD INTERACTIVE WHITEBOARD LIMITED EQUIPMENT WARRANTY

Thank you for your recent purchase. In the unlikely event that you have problems with your front projection SMART Board™ interactive whiteboard, SMART's technical support personnel are available to assist you. The terms and conditions of SMART's warranty are set forth below – please review them carefully. Please see the reverse side of this page for warranty-claim procedures.

## Limited Warranty to End-User Purchaser

Subject to the exceptions noted below, this limited warranty (the "**Warranty**") covers all defects in materials and workmanship of your new front projection **SMART Board Interactive Whiteboard**, together with included software distribution media, pens, eraser and cables (the "**Equipment**"). SMART extends the Warranty to the end-user purchaser (the "**Purchaser**") of the Equipment.

The duration of the Warranty (the "**Warranty Period**"), commencing on the date of new purchase, is **FIVE YEARS** upon registration of the serial number of the Equipment. Note: if the Equipment is not registered by the Purchaser within two years of the date of new purchase, the Warranty Period shall be two years.

**THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY REPRESENTATION OR WARRANTY, OR AFFIRMATION OF FACT, MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF SMART, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, EXPRESS OR IMPLIED, WHICH IS NOT SPECIFICALLY SET FORTH HEREIN WILL NOT BE BINDING UPON SMART.**

SMART has not authorized any other party to alter, modify, extend, enhance or limit the Warranty and SMART will not assume any responsibility or liability for any statements or representations made by any other persons or entities.

## Repair or Replace

The Purchaser's exclusive remedy and SMART's sole obligation during the Warranty Period shall be for SMART to repair or, at its option, replace the Equipment that has failed or that has proven to be defective at no cost to the Purchaser except for the one-way shipping cost of the Equipment to a SMART-authorized service center. Any charges associated with a rush-requested order, such as air express, are the responsibility of the Purchaser. **Prior to returning any equipment under the Warranty, the Purchaser must render proof of the original purchase date and must thereafter obtain from SMART a Return of Merchandise Authorization (RMA) number.** This number shall be clearly marked on the packaging of the Equipment being returned. All returned Equipment that is replaced under the Warranty shall become the property of SMART.

## Limitation of Damages

The liability of SMART to the Purchaser arising out of the purchase and supply of the Equipment or its use, whether based upon warranty, contract, tort (including, without limitation, negligence) or otherwise, shall not in any case exceed the original cost to the Purchaser of the Equipment, and upon expiration of the Warranty Period such liability will terminate.

SMART shall not be liable, whether in contract or on any other basis, for any damages sustained by the Purchaser or any other person arising from or related to loss of use, failure or interruption in the operation of the Equipment, delay in repair or replacement or for incidental, consequential, indirect or special damages or liabilities, loss of revenue, loss of business or other financial loss arising out of or in connection with the sale, lease, maintenance, use, performance failure or interruption of the Equipment.

## Warranty Exclusions

The Warranty will not apply to and SMART will not be liable for (i) any Equipment which is not purchased from an authorized SMART dealer or distributor; (ii) Equipment that has been damaged by accident, abuse, neglect, misuse or causes other than ordinary use (see manuals that ship with Equipment for further detail), including the direct application of any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Equipment; (iii) Equipment which has been altered, changed, serviced or repaired by anyone other than SMART-authorized repair personnel; or (iv) any Equipment on which the serial number has been defaced, modified or removed. Warranty service hereunder shall not operate to extend the original Warranty Period. The Warranty excludes damage incurred in shipment to or from SMART. If the Equipment is received by the Purchaser in a damaged condition, the carrier and SMART must be notified immediately. Purchasers located outside the U.S. or Canada should instead contact the carrier and their SMART dealer or distributor.

## Third-Party Equipment Warranty Extension and Exception

For equipment sold by SMART to the Purchaser but manufactured by a corporation other than SMART (such as wall-mounted cabinets, carrying cases and other specified components), SMART shall extend to the Purchaser, to the extent permitted, any and all applicable warranty provisions provided to SMART by the third-party manufacturer. The extension of any and all applicable third-party manufacturer warranty provisions shall be an exception to this Warranty and represents SMART's sole responsibility with respect to such equipment.



## WARRANTY-CLAIM PROCEDURES

SMART's technical support personnel can help you make a Warranty claim. Please contact SMART at:

Phone: 1.866.518.6791 (toll-free in U.S./Canada) or +1.403.228.5940 (all other countries)  
(Available 5 a.m. – 6 p.m. Mountain Time from Monday to Friday)  
Fax: +1.403.806.1256  
E-mail: [support@smarttech.com](mailto:support@smarttech.com)  
Website: [www.smarttech.com/contactsupport](http://www.smarttech.com/contactsupport)

If you are located outside of the U.S. or Canada, you may contact your SMART dealer or distributor to make a Warranty claim.

### Hardware Failure or Defects out of the Carton

If Equipment should fail to function when initially installed within 30 days of date of new purchase, SMART will handle the problem by first attempting to understand and correct the problem via telephone support. If SMART's technical support personnel are unable to correct the situation, an RMA number will be promptly issued authorizing the return of the hardware to a SMART-authorized service center. The RMA shipping charges will be the responsibility of SMART.

Replacement hardware components, subject to availability, will be shipped to the Purchaser's site on the same day as the technical support call is received or on the next business day via prepaid air express. The freight charges for the return shipment via ground transportation will be the responsibility of SMART. Any charges associated with a rush-requested order, such as air express, are the responsibility of the Purchaser.

### Damages Caused by Transportation and Handling Are Not Covered by the Warranty

If the hardware failure is caused by freight damage, it is the Purchaser's responsibility to note the carton damage on the carrier's delivery bills at the time of delivery. If the Equipment is received by the Purchaser in a damaged condition, the carrier and SMART must be notified within 30 days of delivery date.

### Equipment Failure or Defects within the Warranty Period

SMART will handle the problem by first attempting to understand and correct the problem via telephone support. If SMART's technical support personnel are unable to correct the situation, an RMA number will be promptly issued authorizing the return of the Equipment to a SMART-authorized service center. The RMA shipping charges will be the responsibility of the Purchaser.

Upon receipt of the returned component(s), SMART will establish the cause of the problem. At the sole discretion of SMART, the failed or defective Equipment will be either repaired or replaced in accordance with SMART's Warranty. The return shipment will usually be made within the next three (3) business days after the defective RMA Equipment is received. The freight charges for the return shipment via ground transportation will be the responsibility of SMART. Any charges associated with a rush-requested order, such as air express, are the responsibility of the Purchaser.

### Warranty Shipping Charges

Unless there is a hardware failure or defect out of the carton or unless otherwise specifically agreed by SMART, shipping charges incurred for Warranty service are paid as follows:

- The Purchaser shall return the merchandise covered by the RMA via prepaid freight to the SMART-authorized service center
- SMART pays return shipping via the most economical service on any failed or defective product returned for service within the Warranty Period
- Any charges associated with a rush-requested order, such as air express, are the responsibility of the Purchaser
- Following the Warranty Period, the Purchaser is responsible for shipping the Equipment to and from the SMART-authorized service center

### Dealer/Distributor Support and Service

Additional service and support contracts may be available from your authorized SMART dealer or distributor. Costs may vary with the service and support requested.

**SMART Technologies**  
3636 Research Road NW  
Calgary, AB T2L 1Y1  
CANADA



[www.smarttech.com/support](http://www.smarttech.com/support) [www.smarttech.com/contactsupport](http://www.smarttech.com/contactsupport)  
Support +1.403.228-5940 or Toll Free 1.866.518.6791 (U.S./Canada)

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