# CHAISTIE® STANDARD LIMITED WARRANTY

Cinema Products

Effective date: June 1, 2024

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# **Cinema Products**

The following warranty periods apply to Cinema Products purchased from Christie® or a Reseller on or after the Effective Date:

New Cinema Products	Warranty Period
3-chip DLP® projectors	3 years
Integrated media block (IMB) and network storage device (NAS) for 3-chip DLP cinema projectors supplied as an original part with the projector	3 years
Integrated media block (IMB) and network storage device (NAS) for 3-chip DLP cinema projectors subsequently purchased and supplied in substitution for, and a different model from, the original IMB and NAS supplied with the projector	3 years
Fiber optic bundles associated with fiber-coupled RGB laser projectors other than Christie RGBe series projectors	3 years
Laser modules associated with fiber-coupled RGB laser projectors other than Christie RGBe series projectors	3 years
Audio speakers	3 years
Christie audio amplifiers	3 years
Powersoft® audio amplifiers	4 years
Service parts	1 year
Projector accessories supplied otherwise than as an original part with the projector	1 year
Audio accessories supplied otherwise than as an original part with an audio speaker or audio amplifier	1 year



# Cinema Products (continued)

Refurbished Cinema Products	Warranty Period
3-chip DLP® projectors	1 year
Integrated media block (IMB) and network storage device (NAS) for 3-chip DLP cinema projectors supplied as an original part with the projector	1 year
Fiber optic bundles associated with fiber-coupled RGB laser projectors other than Christie RGBe series projectors	1 year
Laser modules associated with fiber-coupled RGB laser projectors other than Christie RGBe series projectors	1 year
Audio speakers	1 year
Audio amplifiers	1 year
Service parts	1 year
Projector accessories	90 days



# **Definitions**

- "Christie" means whichever Christie® company in the Christie group of companies is the seller, lessor or licensor of the warranted Cinema Product to the Customer;
- "Christie Office" means the office of Christie designated by Christie from time to time for the purpose of this warranty;
- "Cinema Product" means any product described in the above tables of new and refurbished cinema products;
- "Consumable" means any component item contained in a Cinema Product where the performance of such item is expected to deteriorate within normal use of the Cinema Product (but is not a Preventative Maintenance Item).
- > "Customer" means the End User or the Reseller;

- "End User" means the first end user of a Cinema Product for its own use outside of the Christie group of companies, whether such end user is a purchaser, lessee or licensee;
- "Preventative Maintenance Item" means any component item in a Cinema Product that is identified in the maintenance schedule specified by Christie as requiring periodic mandatory inspection and replacement; and
- "Reseller" means the first purchaser of a Cinema Product outside of the Christie group of companies who purchases a Cinema Product for resale or other distribution as an authorized Christie reseller or distributor of Cinema Products.

### **Warranty and limitations**

### **General warranty**

Christie warrants to the Customer that the Cinema Product will be free from defects in materials and workmanship for the applicable warranty period specified above. The warranty period for a Cinema Product commences from the date of Christie's invoice for the Cinema Product to the Customer and continues for the applicable warranty period specified above.

### Laser projector brightness warranty

- Projectors only: Subject to the limitation of the applicable warranty period specified above and subject to verification, Christie warrants to the Customer that any decrease in the brightness of lasers integrated in a Christie RealLaser projector within the first 10,000 hours of operation after manufacture of the projector that is caused by failure or impairment of laser diodes, measured at the lens at the system projector level under Christie-specified temperature, humidity and other environmental conditions, will not exceed 20% of the initial projector system level specification for Christie RealLaser projectors.
- > Christie RGBe series projectors only: Subject to the limitation of the applicable warranty period specified above and subject to verification, Christie warrants to the Customer that any decrease in the brightness of lasers integrated in a

Christie RGBe series projector within the first 10,000 hours of operation after manufacture of the projector that is caused by failure or impairment of laser diodes, measured at the lens at the system projector level under Christie-specified temperature, humidity and other environmental conditions, will not exceed 30% of the initial projector system level specification for Christie RGBe series projectors.

### Customer inspection, shipping damage, reporting

- It is the Customer's obligation to inspect the Cinema Product for any visual damage (including any damage to any pre-installation package seal or tamper-detection mechanism applied by Christie to such Cinema Product) prior to installation, use of the Cinema Product or running of any applicable "dead on arrival" test and to immediately report such damage to Christie or the Reseller and there will be no warranty in respect of such damage for failure to make such report.
- Within 15 days after installation of a laser-based projector, the Customer will record and submit to Christie the requested installation information specified on Christie's Laser Projection Installation Checklist available on Christie's website at <u>christiedigital.com</u> or on request from (and returned to) Christie by emailing Laser Compliance (<u>lasercompliance@christiedigital.com</u>)



### Warranty and limitations (continued)

### **Exclusions**

This warranty does not cover:

- a) Problems or damage occurring during shipment, in either direction.
- b) Projector lamps, including decrease in brightness of projector lamps (See Christie's separate lamp program policy).
- c) Decrease in brightness of lasers contained in, or associated with, any Cinema Product other than as specified above under the heading "Laser projector brightness warranty" in respect of lasers integrated in a projector.
- d) Adverse brightness performance caused by the use of electronic image correction technology used to manipulate the size or shape of a projected image to ensure correct geometric alignment with the projection surface.
- e) Except where Christie's Champion Xenolite® Lamp Warranty applies, problems or damage caused by any projector lamp.
- f) Problems or damage caused by combination of a Cinema Product with non-Christie® equipment (including, without limitation, non-Christie laser illumination devices) or use of a Cinema Product with any non-Christie interface device.
- g) Problems or damage caused by the use of any lamp, fiber optic bundle, laser module, replacement part or component purchased or obtained from an unauthorized distributor of Christie lamps, fiber optic bundles, laser modules, replacement parts or components including, without limitation, any unauthorized distributor offering Christie lamps, fiber optic bundles, laser modules, replacement parts or components through the internet (confirmation of authorized distributors may be obtained from Christie).
- h) Problems or damage caused by misuse, negligence, improper power source, accident, fire, flood, lightning, earthquake or other natural disaster.
- Problems or damage occurring during unpacking or installation or caused by improper handling, installation/ alignment, or by equipment modification, if by other than Christie service personnel or a Christie authorized repair service provider.

j) Problems or damage caused by use of a Cinema Product in any manner in contravention of Christie's use specifications for such Cinema Product, including, without limitation, any use specifications in respect of dust contamination, ambient temperature, humidity or any other environmental operating conditions or restrictions as may be specified in such use specifications or, in respect of laser-based projectors, the following use specifications if none are otherwise specified:

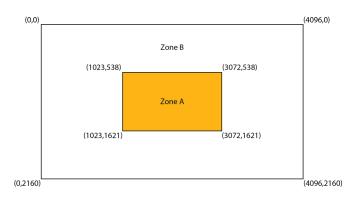
Specifications	Details		
Operating ambient temperature	15 to 25°C (59 to 77°F)		
Operating humidity	20% to 80%, non-condensing		
Operating altitude	Up to 2,000 m (6,562 ft) above sea level		
Particulate filtration	The ambient operating environment must have an air particulate matter purity that meets ISO 14644-1:2015 standard ISO class 9 air cleaniness. If air filtration is used to maintain the ISO 9 classification, the performance of air filtration is measured in accordance with the ANSI/ASHRAE 52.2 - 2017.  Projector systems must be installed in a projection booth (or boothless system) that is capable of providing, at all times, an environment that has an indoor Air Quality Index (AQI) of 50 or less.		



### Warranty and limitations (continued)

- k) Problems or damage caused by failure to install any software or firmware updates made available by Christie®.
- Problems or damage caused by use of a projector in the presence of sensory-based systems when installed in themed entertainment environments (e.g. oil-based fog machines, water, etc.) or laser-based lighting that is unrelated to the projector.
- m) Except where the Cinema Product is designed for outdoor use, problems or damage caused by use of the Cinema Product outdoors unless such Cinema Product is protected from precipitation or other adverse weather or environmental conditions and the ambient temperature is within the recommended ambient temperature set forth in the specifications for such Cinema Product.
- n) Pixel defects that are within the allowable pixel defects set forth in the specifications for the Cinema Product or the following allowable pixel defects if none are otherwise specified:

	Within first 30 days of warranty period			After first 30 days of warranty period			
DMD Type	Bright RGB	Dark RGB		Grey RGB	Bright RGB	Dark RGB	Grey RGB
	All zones	Zone A	Zone B	All zones	All zones	All zones	All zones
1.38" DC4 K	0/0/0	4/2/4	6/4/6	2/2/2	2/0/4	12/8/12	2/2/2
1.2" DC2 K	0/0/0	1/0/1	1/0/1	1/1/1	0/0/0	2/1/2	1/1/1
0.98" DC2 K	0/0/0	1/0/2	1/0/2	1/1/1	0/0/0	2/1/2	1/1/1
0.69" DC2 K	0/0/0	2/1/2	3/2/3	1/1/1	1/0/2	6/4/6	1/1/1
0.98" DC4 K SST	0	4		0	2	8	0



- o) Defects caused by normal wear and tear or otherwise due to normal aging of a Cinema Product.
- p) Any Consumable or problems or damage caused by the failure to replace any Consumable.
- q) Any Preventative Maintenance Item after the first replacement thereof in compliance with the periodic mandatory replacement thereof identified in the maintenance schedule specified by Christie.

Except where any of the foregoing warranty exclusions applies, this warranty applies to all Preventative Maintenance Items before the first replacement thereof in compliance with the periodic mandatory replacement thereof identified in the maintenance schedule specified by Christie.

Christie will have no obligation to replace any fiber-optic bundle until such time as there are no unused fiber-optic strands contained in such fiber-optic bundle that may be used in substitution for a failed fiber-optic strand.

This warranty does not apply to any Cinema Product where the serial number has been removed, obliterated or tampered with. This warranty also does not apply to any Cinema Product sold by a Reseller to an End User outside of the country where the Reseller is located unless (i) there is a Christie Office in the country where the End User is located or (ii) the required international warranty fee has been paid.

Failure to perform maintenance as required and in accordance with the maintenance schedule specified by Christie will void the warranty.



# Warranty and limitations (continued)

Christie reserves the right to audit the Cinema Product site location to verify compliance with Christie's use specifications for such Cinema Product, including, without limitation, any use specifications in respect of dust contamination, ambient temperature, humidity or any other environmental operating conditions or restrictions for such Cinema Product.

This warranty does not obligate Christie to provide any on-site warranty service at the Cinema Product site location.

Christie will have no obligation or liability to the Customer arising out of any delay or failure to perform any of its covenants or obligations under this warranty, or any loss or damage incurred by the Customer as a result thereof, if such delay or failure is caused, in whole or in part, either directly or

indirectly, by act of God, fire, war, riot, civil insurrection, accident, embargo, economic sanctions, export controls, governmental priority, shortage or failure of supply of materials, strikes or other labor trouble, changes in production schedules, discontinuance of any Product, health epidemic or pandemic, decree or order of any court or government, or any other occurrence, act, cause or thing beyond the control of Christie, whether related or unrelated or similar or dissimilar to any of the foregoing, which prevents, hinders or makes fulfillment of this warranty impractical, any of which will, without liability, excuse Christie from performance of this warranty.

### Warranty claim remedies

Christie® will repair or replace defective Cinema Products without charge during the warranty period as follows:

- i. Christie will repair or replace defective Cinema Products if the defective Cinema Products are shipped at the Customer's expense to the Christie Office, as Christie may direct, in which case the Customer must pay all applicable customs duties on the importation of such Cinema Products (other than customs duties in respect of site locations within countries where a Christie Office is located or within the European Union which will be paid by Christie), or
- ii. Christie will ship replacement parts to the site location of the defective Cinema Products or the location of a Christie authorized repair service provider, in which case the Customer must pay all labor charges incurred to effect repairs and all applicable customs duties on the importation of such parts (other than customs duties in respect of site locations within countries where a Christie Office is located or within the European Union which will be paid by Christie) and the replaced defective parts must be returned to Christie.

# **Warranty claim procedures**

- If the Cinema Product was acquired directly from Christie, the warranty claim relating to that Cinema Product must be submitted directly to a Christie Office. The address of such Christie Office may be obtained from Christie upon request.
- If the Cinema Product was acquired from a Reseller, the warranty claim relating to that Cinema Product must be submitted to the Reseller through which the Cinema Product was acquired; provided, however, that if the Reseller has ceased to conduct business for any reason, the End User may submit any warranty claim relating to that Cinema Product directly to Christie.
- No Cinema Product or part may be returned without obtaining an RMA (return material authorization) number from Christie. If a Cinema Product is returned to Christie or a Christie authorized repair service provider without first obtaining an RMA number, the Cinema Product may be returned to Customer at Customer's expense. To obtain an RMA number, an RMA request must be submitted to Christie at the location where the warranty claim is submitted. Before issuing an RMA number or before repairing or replacing any Cinema Product under this warranty, Christie may require the End User to provide (i) evidence of the failure conditions satisfactory to Christie,



# Warranty claim procedures (continued)

- (ii) proof of purchase (including date) in form and substance satisfactory to Christie and (iii) where applicable, submission of a completed Laser Projection Installation Checklist. Upon the issuance of an RMA number, Christie will specify the location to where the Cinema Product is to be returned. All returned Cinema Products must be properly packaged for shipment (in original packaging if possible). Static sensitive assemblies must be packaged within a static protective bag, and failure to do so will VOID the warranty as to those assemblies. Cinema Products returned with no fault found will be subject to an evaluation fee. Christie or, if applicable, the Christie authorized repair service provider will bear the cost of returning repaired Cinema Products or replacement Cinema Products to the Customer, except that the Customer will be responsible for payment of any applicable customs duties on any international shipment.
- Christie may, in its sole discretion, provide a replacement Cinema Product to the Customer prior to receipt by Christie or its authorized repair service provider of the Cinema Product to be returned under RMA. If the Cinema Product for which an RMA number was issued is not returned to the location specified by Christie within twenty (20) days after the issuance of the RMA number, Christie will invoice the

- Customer for such replacement Cinema Product at the then current list price of such Cinema Product. Failure by the Customer to pay such invoice in a timely manner may cause Christie to revoke or suspend any advanced replacement Cinema Product privileges and any credit terms with Christie, until such invoice is paid in full.
- In making any repair under warranty, Christie® and the Christie authorized repair service provider, if applicable, may use refurbished parts. Christie warrants replacement parts used in making warranty repairs for the remainder of the original warranty period of the Cinema Product incorporating such parts. If a replacement Cinema Product is provided under this warranty, Christie warrants such replacement Cinema Product for the remainder of the original warranty period of the replaced Cinema Product.
- > This warranty may be supplemented or modified by other programs offered by Christie, if applicable, including Christie's extended warranty program, or by express written agreement with Christie. This warranty does not apply to obsolete, refurbished or other Cinema Products offered for sale by Christie under special programs which specify shorter warranty periods or different warranty terms from those specified in this warranty.

# Limitations

- > EXCEPT AS OTHERWISE EXPRESSLY AGREED BY CHRISTIE IN WRITING, THIS WARRANTY APPLIES IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, AND CHRISTIE MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH OTHER WARRANTIES OR CONDITIONS ARE HEREBY
- EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- > TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHRISTIE WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, WHETHER OR NOT CHRISTIE HAS BEEN ADVISED THAT ANY SUCH DAMAGES MAY OCCUR.

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