

# The Gold Vision Service (GVS) Warranty for Televisions Terms & Conditions

GVS is a **manufacturer's warranty** issued by PDi Communication Systems, Inc. in conjunction with PDi's sale of its PDi Televisions. It is not insurance. You are not required to purchase this Warranty as a condition to purchasing a PDi Television. By purchasing the GVS Warranty option, you agree to the terms and conditions set forth in this Warranty. The PDi support desk can be contacted at 1-800-992-7734, 40 Greenwood Lane, Springboro, Oh 45066.

**Definitions:** "You" and "your" indicates the purchaser of the PDi GVS Warranty plan. "We", "us", "our" or "PDi" refers to the manufacturer, PDi Communications Systems, Inc.

**Coverage:** The GVS Warranty plan covers parts and labor to repair your PDi Television in the event that it fails to operate properly due to defects in materials or workmanship. This may include PDi's replacement of the PDi Television with a new or refurbished unit, on-site service or expedited repair service.

**Term of Coverage:** Coverage is effective on the date of the PDi Television purchase and until the unit either reaches 15,000 hours powered on time as detected through the Hours Meter and serial number tracking, or four years from date of purchase, whichever comes first. In the event that the hours cannot be recovered, the term of the Warranty will default to four years from date of purchase. During the GVS Warranty period all repair or replacement costs are PDi's sole responsibility as manufacturer of the product unless the **Exclusions from Coverage** described below apply.

**DOA Policy:** If your PDi Television fails out of box or fails within the first 90 days after purchase, you must first contact the PDi GVS support desk. The PDi GVS support desk will perform a telephone diagnosis of the PDi Television's failure to determine whether or not it is a programming issue or truly defective. The PDi Television will be replaced with a NEW television of the same or similar model and technology if the PDi Television fails before 90 days from the date of purchase due to manufacturer's defect. This clause does not cover "No Fault Found" findings or damage to the PDi Television resulting from causes described in **Exclusions from Coverage** described below.

**Obtaining Repair or Replacement Service:** Your original PDi Television purchase invoice/packing list contains the effective purchase date of your PDi GVS Warranty. If you decide to purchase the PDi GVS Warranty after you have purchased the PDi Television, you may do so, but GVS Warranty coverage must be purchased within one year of the original PDi Television purchase date and your coverage date will take effect on the original PDi Television purchase date.

A copy or original proof of purchase (sales invoice/packing list) must be kept for inspection by PDi. The original sales invoice/packing list must be from a legitimate distributor selling new non-refurbished PDi Television Products.

PDi will be listed on the Warranty invoice/packing list with an accessible toll free contact phone number. Once you have purchased the PDi GVS Warranty plan coverage for a designated serial number, there is no further registration necessary on your part. The GVS Warranty covers only the serial numbers for which it was purchased.

**If your covered PDi Television Product needs repair during the GVS Warranty period you must first contact the PDi GVS support desk.** The PDi support desk will perform a telephone diagnosis of the product failure to determine whether or not it is defective. If the product is determined to be in need of repair then the PDi support desk will decide with the facility how the repair should be performed. The options are:

- Onsite service within 72 hours
- 48 hour advance replacement to facility (refurbished)
- 72 hour advance replacement with installation (refurbished)
- Expedited repair service by PDi- turnaround in 48 hours

All repair technicians will be assigned by PDi for onsite and re-installation services. Any replacements will be with the same or newer model and will continue to be covered by GVS Warranty for the remainder of the Warranty to 15,000 hours or four years from the date of the original purchase. All repairs must be approved by PDi before they are performed. If returned to PDi, an RMA form and a brief description of the problem must accompany the product. A call tag or return label will be issued via email. PDi will not reimburse for shipments not initiated through our GVS support desk. If the facility refuses to troubleshoot with the PDi GVS support desk, then onsite service or advance replacement will not be available.

**On-site Service:** The GVS Warranty includes on-site service when authorized by PDi. The service appointment will be scheduled by the PDi GVS support desk and parts will be shipped to the servicer. On-site service will be available during normal business hours. The facility agrees to provide timely access to the PDi Television in need of repair if they are scheduled for onsite service. A charge to the facility will result if the technician is not given access to the PDi Television.

**Repair or Replace Option:** If service is needed because of a product failure during normal usage, PDi has the option to repair or replace the defective PDi Television with a product of equal or similar features and functionality, either new or refurbished, to be determined at PDi's discretion. Repair of resolution (pixels) failure must match the factory minimum standards before an authorized repair occurs.

**Limitations on PDi's Liability:** If the PDi Television is deemed non-repairable or repair parts become unavailable during the coverage period of this GVS Warranty plan, PDi will replace the PDi Television with a new or refurbished PDi Television of equal or similar features and functionality, though not necessarily the same model. In no event shall PDi be liable for any damages as a result of the unavailability of repair parts, or delays as a result thereof. PDi owns all parts removed from the repaired PDi Television and any complete PDi Television replaced in its entirety and may request return of the original defective PDi Television prior to replacement. PDi is not liable for special, indirect, or consequential damages which include, but are not limited to, any delay in rendering service, loss of data, or loss of use during the repair period of the PDi Television or while otherwise awaiting parts, or malfunctioning of or damage to an operating part of the PDi Television.

**Exclusions from Coverage:** The PDi GVS Warranty will not cover:

Any loss or damage resulting from improper packaging for shipment to PDi.

Any loss or damage resulting from improper installation of components by you or an unauthorized servicer resulting in mechanical failure to your PDi Television.

If Warranty seal is broken or removed, coverage is null and void.

Mechanical failure of any part of the PDi Television resulting from physical damage to the PDi Television for any reason including but not limited to water, dust or moisture damage, improper usage of the PDi Television, dropped product, collision with another object, transportation damage, damage to the outside casing, abuse, misuse, neglect, vandalism, accidents, collapse, earthquake, spillage of any kind, fire, flood, corrosion, sand, dirt, lightning, freezes, storms, intentional or accidental damage by third parties.

Mechanical failure of any part of the PDi Television resulting from abuse, neglect, spillage, intentional or accidental damage by you or third parties, interruption of electrical service, environmental conditions.

Televisions installed for outdoor use, or defects caused by televisions that have been used or stored outdoors or in a non-temperature controlled environment.

In PDi Televisions containing a modular DVD player, any defect concerning the DVD player portion of the PDi Television is not covered by the GVS Warranty plan.

Any viewing or audio irregularity that may be caused by broadcast, cable or satellite abnormalities or connection thereof or any external factors which may affect the performance of the PDi Television, including but not limited to power issues, signal, interference, and programming errors.

Viewing irregularities or connection or functionality problems with Internet TV, or Internet TV related devices or services. A DVD player will be the standard testing device to determine working functionality.

The universal connectivity feature in remote control devices and connection to devices other than the PDi Television from such devices.

PDi Televisions with removed or altered serial numbers; pixel burnout not in accordance with PDi's specifications; television screen imperfections , including burn-in caused by video games, prolonged display of one or more signals, or other abuse. The GVS Warranty plan does not cover "no problem found" diagnosis from PDi or an authorized service center. You will be responsible for repair and shipping costs when a "no problem found" diagnosis is established by the servicer.

**Delays in PDi's Response Time:** While we attempt to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to vendor delays, shipping delays, component availability, or Acts of God. In the unlikely event that a supplier for PDi experiences a higher than anticipated failure rate or a disruption in parts availability, PDi will continue to honor its commitment to you by repairing or replacing the component in question. If this situation occurs response time is likely to be affected, however, PDi will communicate a plan to address any facility affected as soon as a potential concern is identified.

**The PDi GVS Warranty Plan may not be sold and is not valid in Connecticut, Hawaii, and Montana or Oklahoma.**

**The PDi GVS Warranty Plan may not be sold to consumers or others who purchase PDi Televisions for personal, family or household purposes.**

**The PDi GVS Warranty Plan may not be sold for PDi Televisions to be used in a "Residential Property:" a house, townhouse, condominium or other habitable structure consisting of no more than four units which is used principally as a residence.**