

# **Tobii Pro Limited Warranty Tobii Pro Care**

Service Description

As of:

May 13, 2020

This document describes the terms and conditions of the Tobii Pro Limited Warranty and Tobii Pro Care.



## Summary

### Coverage term length:

	Tobii Pro Limited Warranty	Expired or voided warranty	Tobii Pro Care	Third-party supplier
<b>Hardware</b>	Two years from purchase	After two years or if device is broken due to improper use	Annual renewal	N/A
<b>Second-hand hardware</b>	One year from purchase	After one year or if the device is broken due to improper use	Annual renewal	N/A
<b>Mobile Testing Accessory (MTA)</b>	One year from purchase	After one year or if the device is broken due to improper use	Annual renewal	N/A
<b>Tobii Pro VR Integration</b>	One year from shipment, applies to retrofitted HMD only	After one year or if the device is broken due to improper use	N/A	HTC standard warranty applies to non-retrofitted components
<b>Tobii Pro Upgrade Key for Tobii 4C</b>	All Tobii 4C eye tracker editions have a one-year warranty	After one year or if the device is broken due to improper use	N/A	N/A
<b>Third-party hardware (e.g. computer)</b>	Not covered	N/A	N/A	Check supplier's warranty terms
<b>Subscription Rentals</b>	N/A	N/A	Applies throughout the subscription period	N/A

### Coverage options:

<b>Repair costs</b>	Included	Repair fee	Included	Check supplier's warranty terms
<b>Shipping costs</b>	Included	Included in the repair costs.	Included	Check supplier's warranty terms
<b>Repair time</b>	15 days from date received at Tobii Pro	15 days from date received at Tobii Pro	Prioritized once received at Tobii Pro	Check supplier's warranty terms
<b>Theft</b>	Not covered	Not covered	Replacement with deductible fee and shipping costs	Check supplier's warranty terms
<b>Loan during repairs</b>	Not covered	Not covered	Subject to stock availability	Check supplier's warranty terms
<b>Preventive Maintenance</b>	Can be purchased at an additional cost	Can be purchased at an additional cost	Can be purchased at an additional cost	Check supplier's warranty terms
<b>Support channel</b>	Support Team at Tobii Pro	Support Team at Tobii Pro	Support Team at Tobii Pro	Supplier support

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## Introduction

This document describes the terms and conditions of the Tobii Pro Limited Warranty and Tobii Pro Care, as well as their coverage, validity, and limitations.

## Tobii Pro Limited Warranty

### Warranty period

- Hardware products or accessories from Tobii Pro come with an initial 24-month warranty period from the date of purchase unless otherwise stated in the product description or signed contract.
- Refurbished hardware products or accessories from Tobii Pro come with an initial 12-month warranty period from the date of purchase unless otherwise stated in the product description or signed contract.
- The Tobii Pro VR Integration comes with a 12-month warranty period from the shipment date unless otherwise stated in the product description or signed contract.
- The Tobii Pro Upgrade Key for the Tobii 4C includes an initial 12-month warranty period from the purchase date of the equipment unless otherwise stated in the product description or contract signed with Tobii.
- For subscriptions and rentals from Tobii Pro, the Tobii Pro Care warranty applies until the end of the subscription or rental contract.
- For any non-Tobii Pro or third-party equipment, please refer to the third-party's warranty terms.
- Repaired hardware products from Tobii Pro come with a 3-month warranty period from the date of repair (for the exact same fault the hardware was repaired).

An additional 12-month extension of the warranty may be purchased for hardware from Tobii Pro until the product is marked as "End of Sales" by Tobii Pro, indicating the hardware is being discontinued. Multiple years may be purchased at once.

### Coverage

- During the warranty period, Tobii Pro warrants that the hardware product or accessory from Tobii Pro will be free from defects in material if used under normal use conditions in accordance with the user manual and/or

product description packaged with the item or posted online. With these conditions met, Tobii Pro will repair and ship back the device free of charge to the original purchaser under contract with Tobii Pro.

- The Tobii Pro Limited Warranty may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the hardware product or accessory from Tobii Pro.

## Limitation of coverage

- The Tobii Pro Limited Warranty only applies to the product or accessory from Tobii Pro. It does not apply to any non-Tobii Pro equipment, such as computers, tablets, etc., even if the item is intended or labelled for use with the product from Tobii Pro. Third-party manufacturers, suppliers, or publishers may provide warranties for their own products and can be contacted directly for service.
- Outside of the European Union, the repaired equipment can only be picked-up and shipped back to the country where it was originally purchased and delivered (customs documents must be provided to Tobii Pro when sending the unit in for repairs).
- Even with respect to the purchased hardware product from Tobii Pro, the Tobii Pro Limited Warranty shall not apply:
  - if the product or accessory from Tobii Pro is not shipped in the transportation case or box provided by Tobii Pro when repairs are needed. In this case, there will be a charge for the cost of an additional case or box to ship it back to the original purchaser.
  - to any deterioration of the cosmetic appearance of the product or accessory from Tobii Pro due to normal wear and tear.
  - to malfunctions caused by the battery if it was improperly installed by the user, if the seals of the battery enclosure or the cells are broken or show evidence of tampering, or if the purchaser is using batteries not supplied by Tobii Pro.
  - to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the product or accessory from Tobii Pro.
  - to use not in accordance with the user manual or not under normal use conditions.
  - to rough handling, corrosion, oxidation, or exposure to liquids, dampness, or extreme thermal or environmental conditions (or a rapid change in such conditions).
  - to unauthorized modifications, connections, or opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location.
  - to accidents, forces of nature, or other actions beyond the reasonable control of Tobii Pro (including, but not limited to, deficiencies in consumable parts), unless the defect was caused directly by a malfunction.
  - to physical damage to the surface of the product or accessory from Tobii Pro (including, but not limited to, cracks or scratches on the surfaces of the item), including the screen or lens.
  - to any computer or other device to which the product may connect. Tobii Pro does not warrant that the operation of the product or accessory from Tobii Pro will be uninterrupted or error-free.
  - where the software loaded on the product (including, but not limited to, the drivers and/or firmware) needs to be upgraded, if such updates can be loaded by the purchaser or user.
  - to any product from Tobii Pro in which the operating system and/or firmware has been modified, including any failed attempts to alter the operating system.
  - to malfunctions caused by unplugging any cable from the product from Tobii Pro, powering off the product, or powering off your computer during a firmware update.
  - to malfunctions caused by the use of the product or accessory from Tobii Pro with (or connection of the items to) an accessory not approved or provided by Tobii Pro. This applies to use in any way other than the intended use of the product or accessory from Tobii Pro and where such a defect is not the fault of the product itself. Use of non-Tobii Pro software or accessories may void the Limited Warranty.
- For the Tobii Pro VR Integration, Tobii Pro provides a one-year warranty on the retrofitted components (i.e., the HMD only) of the development kit from the date of shipment. In the case of a warranty claim, Tobii Pro will, at its discretion, either (1) repair or replace the HMD, or (2) offer a refund. Components not affected by the retrofit process (i.e., all HTC components except for the HMD) shall be handled under the standard warranty from HTC.

- The Tobii Pro Limited Warranty does not cover any replacement or loaner equipment during the repair period.

### Disclaimer of warranty

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY TOBII PRO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

### Limitation and Exclusions of Liability

In no event will Tobii Pro or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Tobii Pro product or accessory or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Tobii Pro, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to the purchaser, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by the purchaser for the Tobii Pro product or accessory that gave rise to the claim. This limitation of liability for the Tobii Pro product or accessory is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

## Tobii Pro Care

Tobii Pro Care is an additional purchase to the Tobii Pro Limited Warranty or any extensions of warranty. Tobii Pro Care can only be sold together with a valid Tobii Pro Limited Warranty for Tobii Pro eye trackers.

Tobii Pro Care covers any accidental damages or theft of an eye tracker purchased from Tobii Pro not covered by the Tobii Pro Limited Warranty.

### Coverage

- Tobii Pro Care covers eye trackers from Tobii Pro until they are marked as “End of Sales” by Tobii Pro, indicating the hardware is being discontinued. At that time, Tobii Pro will discontinue the Tobii Pro Limited Warranty and Tobii Pro Care on the previously covered product.
- Tobii Pro Care covers accidental damage, such as liquid spills on (or in) the product, electrical surges, a damaged or broken screen (from a drop or fall), as well as drops, falls, and other collisions.
- Tobii Pro Care does not cover damage due to fire, normal wear and tear, cosmetic damages, intentional damage caused by modifications, or using the eye tracker from Tobii Pro in any way which is inconsistent with its intended purpose.
- If the same root cause, as determined by the Support Team at Tobii Pro, of accidental damage occurs more than twice a year, Tobii Pro is entitled to void and/or terminate the Tobii Pro Care contract.

- Depending on the availability of stock, a loaner product may be arranged if a unit is needed during the repair time. Shipping and handling fees will be charged in this case.

## Theft coverage

- Replacing a product under Tobii Pro Care due to theft requires a formal and signed police report. When the signed police report has been received and accepted by Tobii Pro, along with the deductible fee, a replacement product will be sent to the purchaser. Shipping costs are not covered by Tobii Pro.
- The deductible fee of 2,500 EUR or 3,000 USD must be paid to Tobii Pro before the affected unit can be replaced.

## Exemptions

- Damage of any products that are typically covered by the purchaser's private, building, or employer insurance, including fire and flood, are classified as exemptions and, therefore, not immediately covered under the Tobii Pro Care policy. The purchaser must provide evidence that they were unable to recover compensation through any of the suggested insurances. Once all other insurance policies have been exhausted, the purchaser may be eligible to pay the deductible amount mentioned above in order to have the unit replaced. An account manager from Tobii Pro will have additional information about any exemptions and conditions applied to Tobii Pro Care.
- Loss of the hardware product or accessory from Tobii Pro is not covered by Tobii Pro Care.

## Purchase

Contracts for Tobii Pro Care shall be signed on an account basis, and the price of Tobii Pro Care is a unit price per hardware product purchased from Tobii Pro.

- **Payment Terms**
  - Tobii Pro Care invoices are sent on a monthly or annual basis, depending on the chosen product. Payment terms are net 30 days, unless otherwise specified in the purchase agreement.
- **Duration and cancellation**
  - Tobii Pro Care is valid for one month or one year, depending on the product, from the day the invoice was sent by Tobii Pro. The purchaser must pay the invoice according to the payment terms.
  - The purchaser may cancel Tobii Pro Care with one month's notice by email to [sales@tobii.com](mailto:sales@tobii.com); provided, however, that Tobii Pro will not refund any amounts pre-paid for annual coverage.
  - Tobii Pro may terminate Tobii Pro Care with one month's notice by sending a written notice to customer's invoice address, and will refund any amounts pre-paid for annual coverage (prorated for time used).

## Other terms

Other terms applicable to the matters addressed in this service description may be included in the purchase or rental/subscription agreement between the purchaser and Tobii Pro. The terms and conditions of this service description are subject to change without prior notice.

## Preventive maintenance

Preventive maintenance may be purchased additionally for undamaged devices. This service includes cleaning, updating, performance checking and recalibration, but does not include replacement of products or cover repairs.

## How do I get my product from Tobii Pro repaired?

- The repair process is initiated by the Support Team at Tobii Pro after first attempting to troubleshoot the product issues with the purchaser.
- The assigned Tobii Pro Support Team member is responsible for issuing the Return Material Authorization (RMA) and communicating the damaged device return instructions to the purchaser.
- The purchaser is responsible for the cost of shipping the damaged unit to Tobii Pro unless otherwise specifically agreed. Tobii Pro will pay any shipping costs when returning the unit.
- Repairs are carried out within 15 days of receiving the damaged device at the support office, unless a part is not available or Tobii Pro informs the purchaser otherwise.
- Replacements and loan devices are not included in the Limited Warranty. While the unit is being repaired, a device may be rented from a Tobii Pro account manager (subject to stock availability).