

Guarantee conditions for NEC LCD monitors and NEC projectors

1. GUARANTEE

1.1. NEC Display Solutions Europe GmbH, Landshuter Allee 12-14, 80637 Munich, Germany, (hereinafter known as "NEC") grants the end user (hereinafter known as the "customer") a manufacturer's guarantee on the following terms for the follow product series:

- NEC LCD desktop monitors
- NEC LCD public display monitors
- NEC mobile projectors
- NEC desktop projectors
- NEC installation projectors.

Accessories and options for these products are not covered by this guarantee.

2. GUARANTEE PERIOD und GEOGRAPHICAL LIMITS

- 2.1. The **Guarantee period is three (3) years** from the date of sale to the first end user as a new device (guarantee period). An end user is exclusively a person who acquires the product for their own use and not for the purposes of commercial resale.
- 2.2. The guarantee applies only to products bought in the European Union, Switzerland, in Liechtenstein, Norway or Iceland (geographical limits). Guarantee claims can only be lodged in these countries.

3. GUARANTEE CLAIMS

- 3.1. During the guarantee period NEC shall rectify faults based on material or processing defects. The guarantee claim is dealt with within the geographical limits of the guarantee at NEC's discretion through repairs, the replacement of defective parts or by exchanging the products for products of equal quality without invoicing labour or material costs. The performance of guarantee claims shall cause neither an extension nor a restart of the guarantee period. Ownership of replaced parts reverts to NEC.
- 3.2. Guarantee claims are only accepted by NEC if the defective product is presented within the guarantee period together with the original invoice and the original receipt from the dealer who sold the product to the first end user (specifying the date of purchase, model designation, product serial number and the dealer's name and address).

4. GUARANTEE EXCLUSIONS

- 4.1. The guarantee does not apply to damage or defects for which NEC does not bear responsibility and which include but are not limited to the following:
- a. Incorrect use, mechanical damage (e.g. scratches, pressure or break points), incorrect storage or cleaning, transport damage, misuse or other fault of the customer or a third party;
 - b. Connection or use of the product for a purpose other than that for which it is intended and non-observation of NEC'S operating and installation instructions or the valid technical and safety-relevant provisions or standards of the country in which the product is used;
 - c. Non-observation of NEC's care and maintenance instructions when maintaining and caring for the product;
 - d. The permanent – also partial - display of fixed images (typical display damage being so-called burn-in effects such as image retention and image sticking);

- e. Operating conditions which exceed normal office or private use (e.g. operation in smoky or dusty atmospheres or at extraordinary room temperatures and under UV/IR radiation). Separate operating conditions are specified by NEC for certain products if necessary;
 - f. Defects or variations in the electrical power supply or circuits, the air conditioning or other ambient conditions;
 - g. Force majeure, fire, flooding, chemical or biological exposure, acts of war, acts of violence or similar events;
 - h. The modification of the product by persons not authorised by NEC;
 - i. Normal wear and tear and wearing parts (e.g. prism, colour wheel, LCD panel, DMD in projectors)
 - j. Insufficient maintenance and repair, or the use of non-original replacement parts and consumables not approved by NEC (e. g. lamps);
 - k. Virus infections or use of the product with software which was not supplied with the product or which was incorrectly installed.
- 4.2. Accessory parts such as boxes, packaging, batteries or other consumables which are used in conjunction with the product and have to be replaced as expected are not covered by the guarantee.
- 4.3. Expendable parts such as lamps and dust filters for projectors are excluded from the guarantee (separate guarantee terms may apply to these).
- 4.4. Pixel errors are unavoidable in LCD and DLP technology. They only constitute a fault under the terms of this guarantee if they deviate from the product specification in accordance with the data sheet (e. g. ISO 13406-2).
- 4.5. Products whose serial numbers have been modified, removed or made illegible are excluded from the guarantee;
- 4.6. Should the customer complain about faults although they are excluded from the guarantee, NEC reserves the right to charge the customer for costs thus incurred.

5. GUARANTEE PROCESSING

Guarantee claims within the geographical limits of the guarantee are dealt with in consultation with the NEC service hotline or other NEC service partners authorised by NEC (see www.nec-display-solutions.com).

6. OTHER CLAIMS

- 6.1. This guarantee does not impair or influence the buyer's statutory claims against the seller due to material damage. Such claims can be asserted instead of the guarantees agreed to here at the buyer's discretion.
- 6.2. Claims under the German Product Liability Act and the buyer's other mandatory legal rights also remain unaffected.

7. LIMITATION OF LIABILITY AND BENEFITS

- 7.1. In cases of slight negligence, NEC's liability is limited to direct losses foreseeable and typical of this kind of contract. Liability is excluded in case of slightly negligent breach of immaterial contractual obligations.
- 7.2. In so far as NEC'S liability is excluded or limited, this also applies with regard to personal liability for damages on the part of its salaried employees, wage-earners, members of staff, representatives and vicarious agents.
- 7.3. The above limitations of liability do not apply to customer claims due to physical injury and damage to health or in case of loss of life.

- 7.4. With this guarantee declaration NEC exclusively guarantees that the product is free of material and manufacturing faults.
- 7.5. Benefits over and above those guaranteed here by NEC in case of claims are not covered by this declaration.

8. APPLICABLE LAW; PLACE OF JURISDICTION

- 8.1. The laws of the Federal Republic of Germany apply.
- 8.2. Munich is agreed upon as the place of jurisdiction for all disputes with general merchants, corporate bodies under public law or separate assets governed by public law. The same place of jurisdiction applies if the customer has no general domestic place of jurisdiction, or moves their domicile or normal place of residence abroad following conclusion of the agreement or if their domicile or normal place of residence is not known at the time that an action is brought.

NEC Display Solutions Europe GmbH

Landshuter Allee 12-14, 80637 Munich, Germany

Tel. +49 (0)89 99699 0

info@nec-displays.com

<http://www.nec-display-solutions.com>