

# Limited Warranty Statement for NEC LCD monitors to NEC Customers in India.

**NEC India Pvt. Ltd.** (hereinafter known as NEC) grants the end user (hereinafter known as the "customer") a manufacturer's Warranty on the following terms for the following product series:

– NEC LCD public display monitors

Accessories (such as power cable, remote etc) and options for these products are not covered by this Warranty.

**Warranty PERIOD and GEOGRAPHICAL LIMITS** - The Warranty period is **One year** from the date of sale to the first end user as a new device (Warranty period). An end user is exclusively a person who acquires the product for their own use and not for the purposes of commercial resale.

In order to be covered under this warranty, the product must have been purchased in India by the end user from NEC India or its authorized business partners (such as NEC India distributor, or an NEC India reseller). No warranty service is provided outside of India. Proof of Purchase will be required by NEC India to substantiate date of purchase. Such proof of purchase must be an original bill of sale or receipt containing name and address of seller, purchaser, and the model number & serial number of the product.

NEC India shall have no further obligation under the foregoing limited warranty if the products are found to be procured through unauthorized channels, origin and non compliant to business policy and guidelines of NEC.

**Warranty CLAIMS** - During the Warranty period NEC shall rectify faults based on material or processing defects. The Warranty claim is dealt with within the geographical limits of the Warranty at NEC's discretion through repairs, the replacement of defective parts without invoicing labor or material costs. The performance of Warranty claims shall cause neither an extension nor a restart of the Warranty period. Ownership of replaced parts reverts to NEC.

Warranty claims are only accepted by NEC if the defective product is presented within the Warranty 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).

**Warranty EXCLUSIONS** – The Warranty 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. LCD panel)
- j. Insufficient maintenance and repair, or the use of non-original replacement parts and consumables not approved by NEC;
- k. Virus infections or use of the product with software which was not supplied with the product or which was incorrectly installed.

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 Warranty.

Pixel errors are unavoidable in LCD technology. They only constitute a fault under the terms of this Warranty if they deviate from the product specification in accordance with the data sheet .

Products whose serial numbers have been modified, removed or made illegible are excluded from the Warranty

Should the customer complain about faults although they are excluded from the Warranty, NEC reserves the right to charge the customer for costs thus incurred.

#### To Obtain Warranty Service

During the Limited Warranty period, to exercise this Limited Warranty, the customer must first contact (1) Dealer/reseller from whom the product was purchased OR (2) visit an NEC Authorized Service Center service facility.

The address and location details of existing and current list of NEC Authorized Service Centers in India can be found by either contacting (a) NEC India (011-61101000) (b) the dealer/reseller from whom the product was purchased (c) visit NEC India's official web-site at [www.necindia.in](http://www.necindia.in).

For Warranty service, the customer can either:-

(A) Contact the original dealer/reseller from whom the unit was purchased for the repair of any defect in the unit. The dealer/reseller will do the needful for the repairs.

(B) Will arrange to carry in the unit to the nearest NEC Authorized Service Center. The customer must carry the proof of purchase for validation of warranty. NEC India Authorized Service center will hand over the unit to the customer on completion of the repairs.

If warranty validity is not confirmed or the defect is found to be due to Customer Induced Damage (CID) the Product will be either handed over to the customer. If the customer so wishes to, repairs for CID units can be provided at a cost.

No repair or replacement of Product or part thereof shall extend the Limited Warranty period as to the entire Product. Warranty on the repair & workmanship shall only be effective for a period of thirty (30) days following the repair or replacement of that part or the remaining period of the Product Limited Warranty whichever is greater. NEC India's or its Authorized Service Center's policies shall apply and the distributor will be charged accordingly for product returned to an NEC India Authorized Service Center after the expiration of the warranty period.

**OTHER CLAIMS** This Warranty 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 Warranty agreed to here at the buyer's discretion.

#### **LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES**

NEC India's LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. NEC India SHALL NOT BE LIABLE FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
3. ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

**Limitation on Bringing Action** - No action, regardless of form, arising out of the agreement to purchase the Product may be brought by purchaser more than one year after the cause of action has accrued.

**Governing Law** - Any action, regardless of form, arising out of the agreement to purchase the Product is governed by the laws of New Delhi, India.

**Mandatory Arbitration** – Any action, regardless of form, arising out of the agreement to purchase the Product is subject to mandatory arbitration. THIS WARRANTY DOES NOT AFFECT YOUR LEGAL RIGHTS UNDER APPLICABLE NATIONAL LAWS RELATING TO THE SALE OF CONSUMER PRODUCTS.