

## **Limited Warranty Statement for NEC Multimedia Projectors to NEC Customers in India.**

Subject to the Limitations, Exclusions and Disclaimers hereof, NEC India Pvt Limited ("NEC India") warrants that the Projector, Lamps and Accessories (hereinafter collectively or individually referred to as "Product" as appropriate) purchased from NEC India or its authorized business partners such as NEC India distributor, or an NEC India reseller will conform to NEC India' specifications and be free from defects in material or workmanship for the respective Limited Warranty period provided below. NEC India products are compatible with many systems; however the specific functional implementation by the customers of the product may vary. The suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC India.

If the Product, while subject to this Limited Warranty, is defective in material or workmanship during the warranty period, then NEC India, at its option, will REPAIR or REPLACE the Product.

All exchanged parts and Products replaced under this Limited Warranty will become property of NEC India. NEC India' sole obligation is to supply all labor necessary to repair the Product found to be defective within the Limited Warranty period and to repair or replace defective parts with new parts or, at the option of NEC India, serviceable used parts that are equivalent or superior to new parts performance. Limited Warranty periods are as follows:

**Projector Product Limited Warranty Period (Excluding Lamps) 24 months from the date of invoice.**

**Lamp Product Limited Warranty Periods:** The original installed lamp which comes with a new projector, shall have 3 months OR 500 Hours Usage Limited Warranty Period (Whichever is Earlier) from date of Invoice of the projector from NEC authorized partner.

LCD panel module, Prisms, PBS and optical parts of LCD projector should not exceed usage of 2,000 hours. DMD chip and Color wheel motor of DLP projector should not exceed usage of 8,000 hours

**All such Warranties are Return to Bench (RTB) Repairs, where the product needs to be sent to the nearest NEC Authorized Service Center. The Contact Matrix of the current Service centers in India is shared periodically by NEC India and is also available on NEC India website ([www.necindia.in](http://www.necindia.in)).**

## **WARRANTY LIMITATION AND EXCLUSION**

This warranty sets forth NEC India maximum liability for its product(s). In order to be covered under this warranty, the product must have been purchased in India by the original purchaser. 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 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. Also, NEC India shall have no further obligation under the foregoing Limited Warranty if the Product is found to be having a problem due to:-

#1 Has been damaged due to abuse, improper ventilation, fire, water seepage, high humidity, mis-packaging, lightning or other acts of nature, misuse, smoke exposure (cigarette or otherwise), accident, unusual physical or electrical stress and/or power surges.

#2 Unauthorized modifications, tampering, alterations, service by personnel other than by NEC India Authorized Service Provider's engineers.

#3 Failure caused other than from ordinary use or failure to properly use the Product in the application for which said Product was intended.

#4 Failure of the end-user to follow maintenance procedures as outlined in the product's user guide where a schedule is specified for regular cleaning of certain parts (based on usage and environment).

#5 Breakage of plastic or rubber parts during normal operations or parts requiring replacement due to normal wear and tear, corrosion, rust or stain.

#6 Products for which the model or serial number has been removed, altered or obliterated from the Product. Finally, NEC India shall have no further obligation if the Product was subjected to operating conditions outside of the range specified in the user's guide or in this Warranty.

This Limited Warranty excludes Product cleaning, removal or installation of the Product, repair, or replacement of plastics due to cosmetic damage and damage as a result of normal wear. Product repair outside of the terms of the Limited Warranty will be on a time and materials basis.

The Warranty does not apply to cartons, carrying cases, shipping cases, external cabinets, accessories used in connection with the product, or cosmetic parts, knobs, or batteries.

The Accessory Product Limited Warranty covers the accessory item only and excludes normal wear. The Lamp Product Limited Warranty excludes expected lamp degradation and NEC India will not be liable for normal decrease in lamp output over time or as lamp is consumed under the Limited Warranty.

**DISCLAIMER OF UNSTATED WARRANTIES** THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND THE FOREGOING WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY NEC INDIA. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS MAY NOT APPLY TO YOU.

**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 (011-46570000) (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 part and 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.

**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.