

Sharp NEC Display Solutions Europe GmbH Support+ Terms and Conditions

AGREED TERMS

Definitions and Interpretations

This Schedule is intended to lay out the Support+ scheme, which will be provided by Sharp/NEC only after approval of the Customer's request.

Services: shall mean the Support+ related services, hereunder described in this Schedule 1.

Damage: shall mean the condition, of a Product or of a part and/or component of a Product, of non-fulfilment of the desired state of operation and the ceasing of the ability of a Product or of a part and/or component of a Product to perform the required function. For sake of clarity, the definition of Damage may also refer to a Damage of accidental nature, meaning a damage caused by an unexpected and unintentional event. Damage shall include a mechanical damage, which means a mechanical failure which may be caused by several actions. A mechanical damage includes, but not limited to, brittle fracture, impact, creep, cracks, relaxation.

Sharp/NEC: shall mean Sharp NEC Display Solutions Europe GmbH, having its registered address at Landshuter Allee 12-14, 80637, Munich, Germany and company number HRB 131826.

Purchase Order: shall mean the purchase order, issued by Sharp/NEC and approved by the Customer, containing the charges for the Services.

Product: shall mean the selected products of Sharp/NEC's portfolio, which are included in the Support+ scheme.

Territory: shall mean the countries of the EMEA region. The service level CRR is only available in the following countries, as per Annex 1.

1. Claiming the Services

- 1.1 The Customer is entitled to claim the Services at no extra charge and/or fee or cost, for a Damage of the same nature and/ or originating from the same cause, only once.
- 1.2 The Customer acknowledges that, for any other claim of the Services related to a Damage of the same nature and/or originating from the same cause other than the first one, Sharp/NEC reserves the right to charge any and all incurred applicable costs.

2. Duration

- 2.1 The duration term of the Services is 3 (three) years from the date of Purchase Order of the Services themselves (the "Duration").
- 2.2 The Duration is always related to the length of the product's standard warranty period.

3. Replacement and/or repair of a Product

- 3.1. The Services allow the replacement and/or repair of a Product in case of a reported Damage.
- 3.2. If the reported Damage occurs within 45 (forty-five) days from the Product's first delivery, the Customer may claim a new Product.
- 3.3. If the reported Damage occurs after 45 (forty-five) days from the Product's first delivery, the Customer will be provided with a refurbished product of the same model.
- 3.4. The Customer acknowledges that the replacement and/or repair of the Product, according to what set forth at 3.1, 3.2 and 3.3, is subject to a maximum limit of working hours of the specific Product of 20 (twenty) hours. If the Product has exceeded the above-mentioned limit, the Customer is not entitled to a new Product.
- 3.5. In case of a Product's replacement within the first 12 (twelve) months from the initial purchase, the Customer is entitled to a replacement Product of the same model. In case of a Product's replacement after the first 12 (twelve) months from the initial purchase, the replacement Product may be, at Sharp/NEC's sole discretion, (i) from a different model, with similar technical features, specifications and qualities or, (ii) a credit note.
- 3.6. The Product's replacement and/or repair is limited to the Duration.

5. Packaging

- 5.1 The Services exempt the Customer from using the Product's original packaging.

6. Limitation of liability

- 6.1 To the maximum extent permitted by the applicable law, Sharp/NEC will under no circumstances be liable to the Customer for any indirect or consequential damages, including, but not limited to, any loss of business, profits or revenue, resulting from Sharp/NEC's obligations under this Terms.
- 6.2 To the maximum extent permitted by applicable law, the limit of Sharp/NEC's liability to the Customer arising under this Terms shall not exceed the original price paid for the Products.
- 6.3 The limitation of liability as per 5.1 and 5.2 shall not apply to (i) damages from injury to life, body or health due to negligent breach of duty or caused by Sharp/NEC's intentional or gross negligence; (ii) any damage arising from an intentional or grossly negligent breach of duty by Sharp/NEC or from an intentional or grossly negligent breach of duty by a legal representative of Sharp/NEC or a person used to perform an obligation of Sharp/NEC; or (iii) damages under the German Product Liability Act (Produktshaftungsgesetz – ProdHaftG).

7. Damages and events covered by Support+

- 7.1 The Services cover Damages in the following circumstances: (a) accidental falls; (b) accidental and unintentional impacts; (d) electrical surge; (e) accidental breakage.

8. Damages and events not covered by Support+

- 8.1 The Services do not cover Damages in the following circumstances: (a) normal wear and tear or overuse; (b) consumable parts; (c) to repair Damage caused by reckless, abusive, willful or intentional conduct, or any use of the Product in a manner not normal or intended by Sharp/NEC; (d) to repair Damage caused on a product that is not a Product; (e) to repair any Damage to the Product (regardless of the cause) if the Product has been opened, serviced, modified, or altered by anyone other than Sharp/NEC or an ASC; (f) to repair any Damage to a Product with a serial number that has been altered, defaced or removed; or (g) to repair Damages caused by natural disasters such as, but not limited to, fires, floods and earthquakes; (h) to repair Damages caused by events such as, but not limited to, acts of war, acts of terrorism, explosions, rebellions, vandalism, natural catastrophe; (i) occurred after the Duration; (j) cosmetic damages which does affect the functionality of the Product, such as, but not limited to, very minor scratches, very minor cracks, discoloration due to a normal and/or standard use.
- 8.2 The Services do not apply to Products which are lost or stolen.

9. Miscellaneous

- 9.1 The Services extend the “Dead on Arrival” (DOA) term of a Product from 15 (fifteen) days after delivery to 45 (forty-five) days after delivery, provided that the Product has not passed the limit of usage of 20 (twenty) hours.
- 9.2 The Customer acknowledges that: (a) Sharp/NEC may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to the Customer in doing so; (b) Sharp/NEC is not responsible for any failures or delays in performing the Services under the Terms that are due to events outside of Sharp/NEC’s reasonable control.
- 9.3 The Customer agrees that any information or data disclosed to Sharp/NEC under this Term is not confidential. Furthermore, the Customer agrees that Sharp/NEC may collect and process data on the Customer’s behalf when it provides the Services. The Customer acknowledges the general data protection rules of Sharp/NEC available at: <https://www.sharpnecdisplays.eu/p/uk/en/PrivacyPolicy.xhtml>.
- 9.4 Sharp/NEC reserves the right to assign, to contractors or subcontractors any of its obligations under these Terms without the prior written consent of the Customer.
- 9.5 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.6 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 9.7 These Terms shall be construed under and governed in accordance with the laws of Germany excluding German conflict of laws rules. The application of the CISG (United Nations Convention of 11th April 1980 on Contracts for the International Sale of Goods) shall be excluded.

- 9.8 The Courts of Munich, Germany, shall have exclusive jurisdiction to decide cases relating to any disputes resulting from or in connection with the Terms.
- 9.9 Sharp/NEC reserves the right to modify and or amend these Terms at any moment, without prior notice.
- 9.10 For all what not expressly provided for by these Terms, the general T&Cs of Sharp/NEC available at [General Standard Terms and Conditions - Sharp NEC Display Solutions](#) apply.

10. Annexes

Annex 1: List of selected countries

**Annex 1
Selected Countries**

Country	Service level
Israel	CRR
South Africa	CRR
Turkey	CRR
Serbia	CRR
UAE	CRR
Bahrain	CRR
Kuwait	CRR
Qatar	CRR
Ukraine	CRR
Belarus	CRR
Russia	CRR
Kazakhstan	CRR