

Guarantee Terms & Conditions

FOR NEC DIGITAL CINEMA PROJECTORS AND DIGITAL CINEMA LENSES

1. GUARANTEE

- 1.1. Sharp NEC Display Solutions Europe GmbH, Landshuter Allee 12-14, 80637 Munich, Germany, ("Sharp/NEC") grants the end-user ("Customer") a manufacturer's guarantee ("Guarantee") on the following terms for the following product series ("Product"):
 - NEC Digital Cinema Projectors
 - NEC Digital Cinema Lenses
- 1.2. Consumables, wear parts, expendable parts (such as lamps, dust filters) and packaging are not covered by this Guarantee.

2. GUARANTEE PERIOD & GEOGRAPHICAL LIMITS

- 2.1. The Guarantee term is as two (2) years from the date of sale to the first end user as a new device (Guarantee Term). An end user is exclusively a person who acquires the Product for their own use and not for the purposes of commercial resale or processing.
- 2.2. Providing Guarantee Service (as defined below) does not renew or extend the Guarantee Term.
- 2.3. The Guarantee applies only to Products bought in the European Union, Switzerland, in Liechtenstein, Norway or Iceland ("Geographical Limits"). Claims arising out of this Guarantee ("Guarantee Claim") may only be lodged within the Geographical Limits.

3. GUARANTEE CLAIMS

- 3.1. During the Guarantee Term, Sharp/NEC shall rectify any defect of the Product based on material or processing defects. The Guarantee Claims are dealt with within the Geographical Limits.
- 3.2. Guarantee Claims are only accepted by Sharp/NEC if the defective Product is presented within the Guarantee Term together with the original invoice.

4. GUARANTEE REQUIREMENTS

4.1. The Guarantee does only apply to defects if the following conditions are met:

4.1.1. Correct use, storage and cleaning of the Product;

4.1.2. No misuse of the Product or other fault of the Customer or a third party;

4.1.3. Observation of Sharp/NEC's operating and installation instructions and the valid technical and safety-relevant provisions or standards of the country in which the product is used;

4.1.4. No changes, modifications or repairs of the Products by persons not trained, assigned or authorised by Sharp/NEC;

4.1.5. Observing Sharp/NEC's operation, installation and maintenance instructions and guidelines;

4.1.6. No use of non-original replacement parts and consumables not approved by Sharp/NEC;

4.1.7. No force majeure, fire, flooding, chemical or biological exposure, acts of war, acts of violence or similar events;

4.1.8. No virus infections or use of the Product with software which was not supplied with the Product or which was incorrectly installed;

4.1.9. No operating conditions which exceed proper or normal use, whereas normal use shall not exceed Product runtime of 10 hours per day, unless otherwise agreed with Sharp/NEC in written form;

4.1.10. No other reasons for defect for which Sharp/NEC does not bear responsibility.

4.2. The Guarantee does not apply to

4.2.1. Burn-in effects such as image retention and image sticking;

4.2.2. Damage caused during shipping to Sharp/NEC repair centre where the Product is not sufficiently packed to ensure arrival at repair centre in good condition;

- 4.2.3. Mechanical (e.g. scratches, pressure or break points), electrical damages caused by external impacts or transport damage;
 - 4.2.4. Customary color deviations and material tolerances;
 - 4.2.5. Products whose serial numbers have been modified, removed or made illegible.
- 4.3. Should the Customer claim faults, damages or defects although they do not fall under this Guarantee or should Sharp/NEC repair any defects that do not fall under this Guarantee at the request of Customer, Sharp/NEC reserves the right to charge the Customer for costs thus incurred.

5. GUARANTEE PROCESS

- 5.1. Guarantee Claims within the Geographical Limits of this Guarantee are dealt with in consultation with the Sharp/NEC service helpdesk or other Sharp/NEC designated service centre.
- 5.2. In order to assert a Guarantee Claim the Customer shall use the service contacts. If the Customer asserts a Guarantee Claim, the Customer shall provide a copy of the invoice with serial number and date of purchase as proof of purchase.
- 5.3. Sharp/NEC's provision of the Guarantee services to the Customer in respect of the Products ("Guarantee Service") during the Guarantee Term shall be proceed as follows:
 - 5.3.1. Customer shall bring or send the defective Product to the Sharp/NEC designated service centre according to Sharp/NEC's RMA process and using Sharp/NEC's RMA form.
 - 5.3.2. Customer shall ensure that the defective Products are packed properly and secured in such manner as to enable it to reach the Sharp/NEC designated service centre in good condition. At Sharp/NEC's discretion, the Sharp/NEC designated service centre shall repair or replace the defective Products by an intact product or component of equivalent value and return it to Customer without invoicing labour or material costs.
 - 5.3.3. Customer shall bear the costs of transportation to the Sharp/NEC designated service centre. Sharp/NEC shall bear the costs of material, work and transportation from the Sharp/NEC designated service centre to Customer. Ownership of any replaced products or components reverts to Sharp/NEC.

6. OTHER CLAIMS

- 6.1.1. This Guarantee does not impair or influence Customer's statutory claims against the seller due to material damage. Such claims can be asserted instead of this Guarantee at Customer's discretion. This also applies if Sharp/NEC rejects or does not fulfil claims under this guarantee.
- 6.1.2. Claims under the German Product Liability Act and Customer's other mandatory legal rights also remain unaffected.

7. LIMITATION OF LIABILITY AND BENEFITS

- 7.1. In cases of slight negligence, Sharp/NEC is only liable for breach of material contractual obligations. Sharp/NEC's liability is in this case limited to direct losses foreseeable and typical of this kind of contract (no liability for loss of profit or revenue, loss of use or production, cost of substitute product property damage external to the Product or any other indirect or consequential damage). Obligations whose fulfilment makes the orderly implementation of the contract possible in the first place and compliance with which is and can be normally expected by the parties, are material.
- 7.2. In so far as Sharp/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 Sharp/NEC exclusively warrants that the Product is free of material and manufacturing faults.
- 7.5. Benefits over and above those warranted here by Sharp/NEC in case of claims are not covered by this declaration.

8. DISPUTE RESOLUTION

- 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.

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