



## **General Warranty Terms & Conditions** **for Fujitsu Client Computing Limited PC Products (CH)**

### **Statement of this General Warranty**

This General Warranty (“Warranty”) is attached to specific Products (as defined below) manufactured by Fujitsu Client Computing Limited (“FCCL”) in the country you purchased such Products (the “Territory”). This Warranty describes or contains important information about the services and support to which you, the original Purchaser (“Purchaser”) are entitled.

This Warranty applies only to the Products purchased for your own use and not for resale and from Distributors in the Territory. Warranty coverage commences from the date of purchase of the Products.

This Warranty covers defects in material or workmanship in the Products provided that such defect occurred when the Product is properly used in a manner as instructed in the User’s Manual accompanied to Product but does not cover a defect as a result of any fault, mistake, wrongful or careless act or omission, misuse, abuse or damage of the Product by Purchaser during the applicable warranty period.

### **Terms Definitions**

In this statement,

“ASP” means Authorized Service Provider conducting repair and maintenance service for Products under this Warranty. For contact information of ASP, please see Appendix A hereto.

“Distributors” means distributors and resellers which FCCL directly or indirectly authorizes to distribute Products in the Territory;

“FCCL” means Fujitsu Client Computing Limited;

“Product(s)” means the personal computer products named CH manufactured by FCCL and its accessories originally packaged therewith;

“Purchaser” means you, the original purchaser of the Product holding a valid official sales receipt.



## **What is Included in this Warranty**

This Warranty begins on the date of purchase of the Products which is stated on the proof of purchase (official sales receipt).

Repair service shall be conducted only in the Territory and should the Product need repair services outside of the Territory, this Warranty shall not apply.

### **A) PC [CH]:**

Two (2) years standard warranty will apply.

For warranty coverage of the accessories bundled in the original packaging, please refer to section (B) – Accessory.

### **B) Accessory**

All accessories bundled in the original packaging of the Products carry a two (2) years warranty; provided that, all battery products, including without limitations to battery chargers, carry one (1) year warranty.

Please note that the following (and not limited to) accessories are not covered by any warranty: power cables.

This Warranty will only be provided when the following conditions are fulfilled:

- a) Warranty registration is completed successfully through the portal as described in Appendix A;
- b) Proof of purchase (the original or a copy of the original official sales receipt) is provided;
- c) Recovery drive is provided to the repair engineer; and
- d) The Purchaser acknowledges that, in case of a need to recover the operating system, only the operating system originally bundled with Product will be recovered.

When contacting the ASP, the following information may be required:

- a) Purchaser's contact details: name, address, postal code, email address, contact number and/or computer login and password ("Personal Information");
- b) The model and serial number of the purchased Products. This information can be found on the labels underneath or on the label inside the lid at the back of the Product; and
- c) A brief description of the problem.

## **What ASP Will Do to Correct Problems**

When you contact ASP, you must follow the problem determination and resolution procedures specified.



ASP will attempt to diagnose and resolve your problem over the telephone, e-mail or through remote assistance. ASP may direct you to download and install designated software updates.

If your problem cannot be resolved over the telephone or remotely or through your application of software, ASP will arrange for service under this Warranty.

If the Product becomes defective during the Warranty period, ASP will at its option repair the Product with new or reconditioned parts. The replaced part becomes the property of ASP (or other third parties) and the replacement part becomes your property. Only untampered or unaltered Products, including, without limitation to the parts embedded therein, are eligible for replacement. The replacement Product or part provided by ASP may not be new, but it will be in good working order and at least functionally equivalent to the original part. The replacement part shall be subject to warranty for only such period as it remains on the original Product.

To the maximum extent permitted by law, the Product shall be considered as repaired when it fulfills tests performed according to the original Product specifications and when the operating system has been restored. Service turnaround time depends on Product and/or the problem.

### **Responsibility of the Purchaser**

Before a Product is repaired under this Warranty, you agree to:

1. Remove the parts not originally embedded or combined in the Products, associated equipment and third party peripherals, memory expansion card, PC cards or accessories not under this Warranty;
2. Ensure that the product or part embedded in Product is free of any legal obligations or restrictions that prevent its replacement;
3. Provide ASP with an authorization agreement (in a written format) as owner (or if you appoint a proxy, as well as written proxy form) to have ASP service a product or part;
4. Follow the Warranty request procedures that ASP specifies;
5. Fully back up all programs and data stored in the Product or parts as ASP will not be responsible for loss of data or any contents of the hard disk or data storage media;
6. Keep safely the 2-level passwords (master password and user password of the hard disk lock). Loss of these 2-level passwords means the hard disk content cannot be retrieved by ASP and the warranty of the locked hard disk will be void. It is the responsibility of the Purchaser to ensure the safe keeping of these 2-level passwords and for the recovery of data from the locked hard disk.
7. Provide ASP with all system keys or passwords and sufficient, free, and safe access to Purchaser's facilities to perform service; and
8. Remove confidential, proprietary or any personal information stored in the Product.

## Exclusion of this Warranty

To the maximum extent permitted by law, all warranties, conditions, terms, representations and undertakings, other than as expressly set out in this limited warranty statement, whether express, implied or verbal, statutory or otherwise, and whether arising under this limited warranty or otherwise, are hereby excluded (including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose).

This Warranty does not apply to the following:

1. Defects caused by the operation outside the usage parameters stated in the User's Manual;
2. Malfunctions, failure or damage caused by:
  - a. Misuse or abuse;
  - b. Improper installation, operation or maintenance;
  - c. Improper connections to peripherals or any third party products, including those that FCCL, Distributors or ASP may provide or integrate into the Product at your request;
  - d. Use of the parts not originally embedded in the Products or provided by ASP;
  - e. Service modifications or repair performed by a person other than ASP;
  - f. Accidental, intentional damage or natural disasters;
  - g. Connection to irregular voltage sources;
  - h. Spillage of liquid; and
  - i. Other conditions not arising from defects in Product material or workmanship;
3. Defects resulting from normal wear and tear;
4. Equipment which:
  - a. Has been abused or damaged;
  - b. Has been opened by unauthorized personnel; and
  - c. Is without valid serial number sticker originally labeled to the Products;
5. Any software programs, whether provided with the product or installed subsequently;
6. All media such as diskettes, CD-ROM and other products originally provided with Products;
7. Preventive maintenance such as conditioning hard disk, data recovery, virus check, hardware diagnostics test and cleaning;
8. The parts not originally embedded in the Products, associated equipment and third party peripherals, memory expansion card, PC cards or accessories;
9. LCD screens which are cracked, scratched, or imprinted;
10. Any transfer or assignment of ownership to any third party;
11. Hard disk which cannot be unlocked due to the loss of password; and
12. Product purchased outside of the Territory .



It is natural for liquid crystal displays (LCD) or Light-Emitting Diode (LED) Monitor to show a small number of missing or discolored dots. These are commonly known as non-conforming pixels. This is a technology limitation and does not represent a defect. It does not reduce the performance of the product. This Warranty does not cover limitations in technology such as non-conforming pixels. The acceptable number of such non-conforming pixels on the screen of the Products is 7.

### **Limitation of Liability**

Loss or damage to your Product shall be covered by this Warranty only while it is:

- 1) in ASP's possession; or
- 2) in transit in those cases where the ASP is responsible for the transportation.

Neither FCCL, Distributors nor ASP (in this section, "Warranty Providers") is responsible for any loss or damage of your data including confidential, proprietary, or personal data contained in a Product. You should remove and/or backup all such information from the Product prior to its service or return.

To the maximum extent permitted by law, any of Warranty Providers, those affiliates, suppliers, agents and resellers are not liable for the quality, performance, merchantability, or fitness for a particular purpose of the pre-installed or bundled software provided with the Product and licensed to the Purchaser and do not warrant that the function contained in the software will be uninterrupted, virus free or error free. The pre-installed or bundled software are provided "AS IS", except if expressly warranted by the licensor in the applicable software license agreement, and are subject to the terms and conditions of the software license agreement contained in or accompanying the software.

To the maximum extent permitted by law, if the Product is defective in materials or workmanship, the Purchaser's sole and exclusive remedy shall be repair as provided above.

To the maximum extent permitted by law, any of Warranty Providers, its affiliates, suppliers, agents and resellers are not liable for any of the following event:

- a) Damages including but are not limited to indirect, accidental or consequential damages, loss of use of data, loss of profits or interruption of business;
- b) Loss, damage or delay caused by force majeure, including but are not limited to any war, strike, industrial action, lock-out, fire, explosion, lightning strike, civil unrest, war, earthquake, riot natural calamity, rebellion, sabotage, act of God or any other cause beyond the control of Warranty Providers.



All rights to final interpretation for terms and conditions herein belong to Warranty Providers. Warranty Providers reserve the rights to amend the warranty terms and conditions at any time and will notify the Purchaser of such amendment. The amended terms and conditions shall supersede any previous terms and conditions immediately.

### **Use of Personal Information/ Privacy**

Upon receiving Purchaser's repair or other request, ASP may collect, use, store or process the Personal Information of the Purchaser. In no case, the Personal Information shall be shared with and retained, held or otherwise used by FCCL.

### **Contact Details**

For ASP information, please check the terms of support at URL as described at Appendix A; and for register your warranty, please log on to URL as described in Appendix A.

### **Governing Law**

Where the Purchaser has taken delivery of the Product in any other country, this Warranty shall be governed by the laws of the Territory.

### **Language**

Unless otherwise obliged by the applicable laws, this Warranty shall be prepared and executed in English and if translated into a language other than English for any purpose, the English version shall in all events prevail and be paramount in the event of any differences, questions or disputes concerning the meaning, form, validity, or interpretation of this Warranty



## Appendix A Details and Information of ASP

If you purchased the Products in India:

a) Name/Contact Information of ASP: Flex

b) Warranty Registration: <https://www.productsupport.in/registration>

c) Repair Service Station: <https://www.productsupport.in/carry-in-list>

d) ASP Website for Product Support: <https://www.productsupport.in/>

e) ASP's Privacy:

[https://www.productsupport.in/assets/PDF/terms/Consent form FCCL warranty website.pdf](https://www.productsupport.in/assets/PDF/terms/Consent_form_FCCL_warranty_website.pdf)

f) Contact for Personal Information: 18008912273