

# **Fujitsu General Warranty Terms & Conditions**

# (This document is not applied to Australian Users)

# **Statement of Limited Warranty**

The General Warranty provided by Fujitsu PC Asia Pacific Ltd ("FPCA") is limited and this statement of terms and conditions describes or contains important information about the services and support to which you, the original Purchaser ("Purchaser') are entitled.

This "Fujitsu General Warranty Terms and Conditions" applies only to Fujitsu branded hardware products you purchased for your own use and not for resale and from FPCA authorized distributors and authorized resellers. Warranty coverage commences from the date of purchase specified on your sales receipt or invoice unless Fujitsu informs you otherwise in writing.

FPCA warrants the Product against defects in material or workmanship provided that such defect occurred when the Product is properly used in a manner as instructed in the User's Manual but not 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,

"FPCA" means Fujitsu PC Asia Pacific Ltd;

"<u>ASP</u>" means Authorized Service Provider authorized by FPCA to perform repair and maintenance service for FPCA products;

"Product(s)" means the products of FPCA, including Fujitsu LifeBook series notebook PCs, Fujitsu series notebook PCs, Stylistic series Tablet PCs, Fujitsu Desktop PCs, and TFT monitors;

"<u>Purchaser</u>" means the original Purchaser of the Product holding a valid official sales receipt or invoice;

"International Limited" means locations within the following regions: the United States of America, Canada, The Americas (Caribbean, Mexico, Central America and South America), Europe, Middle East, Africa, India, Japan and those covered in the Regional Limited locations. For details of country coverage information for International warranty, please visit:



# http://hk.fujitsu.com/pc/service intl

"Regional Limited" means locations included in the following countries: Hong Kong, Taiwan, Singapore, Malaysia, Myanmar, PRC, Indonesia, Philippines, Sri Lanka, Thailand, Vietnam, Cambodia, Australia and New Zealand.

"Local Limited" is defined as the country of purchase of the Product.

"Carry-In" means the repair strategy of the Product's transportation, custom duties (if any) and insurance cost (if applicable) of sending to/from the ASPs shall be borne by the Purchaser.

"On-Site" means the ASP will send technician(s) to the address supplied by the customers upon request to perform repair service. Customer is responsible to provide an appropriate working environment for the technician(s) to perform the repair.

# What is Included in the General Limited Warranty Service

The warranty period and type vary by Product model and country of purchase. Please contact the FPCA local ASPs in your place of purchase for detailed warranty information.

If you believe that your warranty period differs from what our website states, contact the FPCA local ASPs in your place of purchase for clarification by producing your proof of purchase (eg. the original sales receipt or invoice).

All warranty terms below begin on the date of purchase which is stated on the proof of purchase (official sales receipt or invoice).

Please take note of the different general warranty terms below:

A) Fujitsu Series, LifeBook Series & Stylistic Series:

FPCA provides one (1) year International Limited/Regional Limited standard warranty coverage on Parts and Carry-In Labor for Fujitsu series, LifeBook series and Stylistic series products, unless the product is purchased/bundled with extended warranty packages. International Limited Warranty is not applicable for water-proof models.

- 1. Embedded 3G/3.5G WWAN module carries 1 year Local Limited warranty only
- 2. For warranty coverage of the accessories bundled in the original packaging, please refer to section (D) Accessory.



- 3. Should the Product need repair services outside of the FPCA regional areas (please refer to terms defined above), terms and conditions of that specific International Service Provider apply.
- 4. Should the Product need repair services outside of the FPCA "Regional Limited" areas (please refer to term defined above), terms and conditions of that specific International Service Provider apply. Please visit:

http://hk.fujitsu.com/pc/service intl for further details.

# B) Fujitsu Desktop PCs

- 1. A warranty period of one (1) years on Parts and one (1) year of Local On-Site Labor means Fujitsu will provide warranty service without charge for:
  - a. Parts and Onsite Labor during the first year of warranty period in the Local country
- 2. Parts coverage varies by country of purchase. All accessories including but not limited to bundled monitor, keyboard and mouse carry a 1 year Local Limited warranty only. Please contact the FPCA local ASPs in your place of purchase for detailed warranty information.
- 3. For DESKPOWER TX series, all external devices including but not limited to bundled wireless keyboard, wireless mouse, remote control and remote sensor carry a 1 year Local Limited warranty.
- 4. Please note that power cord, batteries for wireless keyboard, remote control and wireless mouse, Infrared control cables, IEC-F conversion plug, splitter, the cores and F connector cables are not covered by any warranty.

#### C) Standalone Monitors

- 1. TFT monitors carry 3 years Local Limited warranty:
  - a. Parts and Carry-in labor during the first year of purchase;
  - b. Parts only during the second and third year of purchase, i.e. ASPs will charge you for any labor provided in the repair work or in replacing the parts in the second and third years of the warranty period.
- 2. LCD panel of TFT monitor is covered for 1 year from the date of purchase.

#### D) Accessory

All accessories, either bundled in the original packaging or purchased separately, carry a 1 year Local Limited warranty only. The accessories include, but are not limited to, all external optical drives and floppy disk drives, table dock, all docking stations, port replicators, battery chargers, standard and modular bay battery, AC adaptors, mouse, external keyboard, second Hard Disk Fitting Kit, remote controller, memory module, travel adaptor, lock, and stylus pen, unless otherwise stated.

Please note that the following (and not limited to) accessories are not covered by any warranty: weight savers, all types of carrying cases, screen protector kits, mini s-video



cables, stylus pen tethers, power cables, antenna cables and LAN/VGA adaptor connectors.

# How to Request for a Regional Limited or Local Limited Warranty Service

To obtain regional limited or local limited warranty service, contact the FPCA local Authorized Service Providers (ASPs) or the FPCA Helpdesk, contact details and business hours are as listed on our website: <a href="http://hk.fujitsu.com/pc/service">http://hk.fujitsu.com/pc/service</a> apac

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside an ASP's normal service area. Contact a local Authorized Service Provider for location-specific information.

Service will only be provided when the following conditions are fulfilled:

- a) Warranty registration is completed successfully through the below portal: http://hk.fujitsu.com/pc/warranty; and
- b) Proof of purchase (the original or a copy of the original official sales receipt/invoice) is provided

When contacting the local FPCA ASPs or the FPCA Helpdesks, the following information is required:

- a) Your contact details;
- b) The model and serial number of your Product. This information can be found on the labels underneath the Fujitsu or LifeBook notebook PC, Stylistics Tablet PCs or on the label inside the lid at the back of the Fujitsu Desktop PCs; and
- c) A brief description of the problem

For a Product is warranted only Carry-In Labor service, but requires repair service from the nearest ASPs, transportation, custom duties (if any) and insurance cost (if applicable) of sending the Product to/from the ASPs shall be borne by the Purchaser.

# What your Authorized Service Provider Will Do to Correct Problems

When you contact an Authorized Service Provider, you must follow the problem determination and resolution procedures specified.



Your ASP will attempt to diagnose and resolve your problem over the telephone, e-mail or through remote assistance. Your 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, your ASP will arrange for service under the type of warranty service designated for the Product agreed by you upon purchase.

If the Product becomes defective during the warranty period, FPCA will at its option repair the Product with new or reconditioned parts. The replaced part becomes Fujitsu's property and the replacement part becomes your property. Only unhampered or unaltered Fujitsu products and parts are eligible for replacement. The replacement product or part provided by Fujitsu 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.

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 the country and Product.

#### **Responsibility of the Purchaser**

Before a Product is repaired under the warranty service, you agree to:

- 1. Remove non-FPCA parts, associated equipment and third party peripherals, memory expansion card, PC cards or accessories not under the warranty service;
- 2. Ensure that the product or part is free of any legal obligations or restrictions that prevent its replacement;
- 3. Obtain an authorization agreement (in a written format) from the owner to have your ASP service a product or part if you do not own the product yourself;
- 4. Follow the service request procedures that your ASP specifies;
- 5. Fully back up all programs and data stored in the Product or parts as FPCA 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 Fujitsu and the warranty of the locked hard disk will be void. It is the responsibility of the customer to ensure the safe keeping of these 2-level passwords and for the recovery of data from the locked hard disk.



- 7. Provide your ASP with all system keys or passwords and sufficient, free, and safe access to your facilities to perform service; and
- 8. Remove confidential, proprietary or any personal information stored in the Product

# **Exclusion of the Warranty Service**

To the full 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 for 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 Fujitsu may provide or integrate into the Fujitsu product at your request;
  - d. Use of non-FPCA spare parts;
  - e. Service modifications or repair performed by a person not authorized by FPCA;
  - 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 FPCA serial number sticker;
- 5. Any software programs, whether provided with the product or installed subsequently;
- 6. All media such as diskettes, CD-ROM and other consumables supplied with FPCA Products;
- 7. Preventive maintenance such as conditioning hard disk, data recovery, virus check, hardware diagnostics test and cleaning;



- 8. Non FPCA parts, 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 the Sales Territories of FPCA. (For information of Sales Territories of FPCA, please refer to the link: <a href="http://hk.fujitsu.com/pc/buy">http://hk.fujitsu.com/pc/buy</a>.)

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

- 1. FPCA LifeBook & Stylistic is 7;
- 2. DESKPOWER TX Series is 8,
- 3. PD-TFT15A & PD-TFT15B Monitor is 7;
- 4. PD-TFT15C & PD-TFT15D Monitor is 4;
- 5. PD-TFT17A Monitor is 3; and
- 6. PD-TFT19A & PD-TFT19B is 4

(For the type of TFT monitors, please refer to the part number on the label.)

# **Limitation of Liability**

FPCA is responsible for loss or damage to your product only while it is: 1) in your ASP's possession; or 2) in transit in those cases where the ASP is responsible for the transportation.

Neither FPCA nor your ASP 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.

FPCA and its affiliates, suppliers, authorized service providers, 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.

If the Product is defective in materials or workmanship, the Purchaser's sole and exclusive remedy shall be repair as provided above.

FPCA, its affiliates, suppliers, authorized service providers, agents and resellers are not liable for any of the following event:

- a) Damages including but are not limited to direct, indirect, accidental or consequential damages, loss of use of data, loss of profits or interruption of business;
- b) Loss, damage or delay caused directly 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 FPCA.

All rights to final interpretation for terms and conditions herein belong to FPCA. FPCA reserves the rights to amend the warranty terms and conditions at any time without notice. The amended terms and conditions shall supersede any previous terms and conditions immediately.

# **Use of Personal Information/ Privacy**

The Purchaser agrees to FPCA collecting, using, storing, processing and disclosing information about the Purchaser for the purposes of:

- a) All purposes associated with the provision of Products and services to the Purchaser;
- b) Communicating with the Purchaser about products and services which FPCA and its affiliates may provide to the Purchaser, including but not limited to satisfaction level survey and any product recalls or safety issues;
- c) Implementing the terms and conditions of this limited warranty;
- d) Complying with legal requirements

Information you provide to FPCA will not be sold or disclosed to any outside organization for solicitation. Agents or contractors of the Fujitsu Group, who have access to your personal information, will use it only to carry out the requested services. If you agree, the Fujitsu Group may use this information to update you on new products, special offers, and updated information.



# **How to Request International Limited Warranty Service**

If you require International limited warranty service, contact the FPCA International Helpdesk as listed on our website:

# http://hk.fujitsu.com/pc/service intl

The Helpdesk will assist to provide a return point for the service.

In the event when you are required to send the Product to the nominated return point, you will be required to provide the following:

- a) Proof of Purchase (a copy of the original sales confirmation/voucher/invoice);
- b) Proper packing of the Product, preferably in the original packing case;
- c) During hardware service or replacement, if there is a need to recover the operating system, only the original bundled operating system provided by FPCA will be recovered;
- d) All software and/or CDs provided by FPCA;
- e) Computer Login and Password;
- f) A brief description of the problem;
- g) Call reference number given by the HelpDesk; and
- h) Your return address and contact details

#### **Contact Details**

For product service or warranty enquiries, please log onto <a href="http://hk.fujitsu.com/pc/contact">http://hk.fujitsu.com/pc/contact</a> and submit your enquiries to us, or email us at: <a href="mailto:fpca-hk.cs@hk.fujitsu.com">fpca-hk.cs@hk.fujitsu.com</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 Hong Kong SAR.