



End-User On-site Hardware Service Terms and Conditions

The On-site Hardware Service provide by Moson International Limited (hereafter called "MOSON"). The purpose of this Agreement is to provide a detailed guideline for the procedure of on-site warranty service.

Definition

System: It is identified as a notebook system comprised of the following components: LCD panel, central processing unit (CPU), input device (such as a keyboard), a data storage device (such as disk drive), optical device (such as super multi drive), and any other components that are described specifically on your invoice or standard components (at the time of purchase) of the model of the System you purchased.

End -User: The person who purchase the System within Hong Kong Territory.

In-Warranty: The System / Part(s) is within the warranty service period.

Out-Warranty: The System is out of warranty service period.

How to Use Your Service

1. **Call MOSON for Telephone Assistance:** For service support, please contact our Customer Service Hotline at 26162531. Our office hour is Monday to Friday 09:00 to 18:00 (Except public holiday).
2. **Prepare before making the Service Call:** Please prepare the following information include System brand, model number, product number, serial number, shop and date of purchase and version of operating system before End-User makes a service call. The preparation of such information can help us to improve the efficiency of service call.
3. **Explain Your Problem to the Technician:** End-User needs to describe the existing problem of your System to our Customer Service Officer. Information such as error message, occurrence, and the particular action or procedure to trigger the system error.
4. **Follow the Step of Telephone Diagnosis Procedure to Solve End-User Problem:** Based on our ample IT experiences, we estimate that most of System problems and errors can be solved through telephone diagnosis service. The End-User just needs to well cooperate with our Customer Service Officer and follow every single step to solve the problem. If System problems cannot be solved through telephone diagnosis service, Our Customer Service Officer will decide if on-site service is necessary and determine the type of on-site service is appropriate; for instance, on-site fixing problem or collect-dispatch service.
5. MOSON will ONLY arrange on-site service upon End-User HAS COMPLETED SETPS 1-4 described above.

6. **On-Site Service:** The detailed definition of on-site service is our MOSON on-site service technician to visit your location to repair and/or replace part(s) for End-User's System unit. The condition of on-site service is based on Limited Hardware Warranty that End-User must go through telephone Diagnosis. In case of if the problem still exists and our MOSON technician identifies the problem being unable to be resolved through telephone diagnosis service, on-site service will be arranged by our telephone technician. Subject to the terms and conditions of this Agreement, on-site service ("On-Site Service") is only covered within Hong Kong Island, Kowloon and New Territories. For Outlying Islands, such as Cheung Chau, Peng Chau, Lantau Island, Lamma Island, Ma Wan and Discovery Bay, End-User is required to pay an additional charge of HK\$280 for every single on-site service. Please provide the full address of the location of the System to our Customer Service Officer. Upon End-User complies all the above procedures, MOSON, in most cases, could arrange our technician to provide on-site visit within three business days during 10:00 to 17:30 on Monday through Friday, excluding public holidays.
7. **An End-User Must Be Present for On-site Service Call:** An End-User must be present at all times during the service technician's visit. If End-User is below 18 years old, we recommend that an adult companion should stay with the End-User during entire period of on-site service.
8. **Assistance You Must Provide:** The On-site service technician must have full access right to the System and (at no cost to MOSON) have enough working space and electricity. If the said requirements cannot be fulfilled, MOSON reserves the right to reject the service until the End-User is capable to provide all the above requirements.
9. **If End-User wants to re-schedule the On-Site Service:** If an End-User needs to re-schedule the On-Site service, End-User needs to reserve at least one business day for booking the service. Otherwise, MOSON reserves the right to decline the request of on-site service.
10. **If You Miss The On-site Service Visit:** If you or your authorized representative is not at the location when the service technician arrives, we regret that the service technician cannot provide service to your System without your presence. In such case, you may be charged an additional amount of HK\$500 for the next follow-up on-site service.
11. **If You Misuse The On-site Service:** If the service technician determines your System problem is not related to hardware issue, you will have to pay HK\$ 500 for each on-site service to compensate us for misusing our on-site service. If you resist paying such charges, MOSON reserves the right to decline further on-site service without prior notice.
12. **Authorization and In-Warranty Part(s) Rights:** For on-site warranty service or collect & dispatch service, MOSON technician can help End-User to replace the failure part(s) during such services. Under the on-site warranty service guideline, End-User agrees to authorize MOSON technician as your service agent to collect and dispatch the System under the condition if the System cannot be repaired on-site; and to allow MOSON to swap the defective part(s) with substitution(s) in the event of capable to fix the system on-site. The swap part(s)

condition is one to one exchange basis, which MOSON technician has the right to collect the failure part(s) after replacement. You may incur a charge if you do not allow MOSON technician to collect the defective / non-working / unused units / in-warranty part(s) to MOSON. End-User must accept that the replaced part(s) may be reconditioned or refurbished, where permitted by the original manufacturer of the System that the part(s) replacement is based on as same specification as original failure part(s), which may not be the same brand or model of the original defective part(s).

13. **Collect and dispatch service:** If the service technician cannot fix your System during On-Site Service, End-User authorizes MOSON technician to act as your service agent to delivery and return the System to / from MOSON workshop. We would finish the repair order within three business days only if the part(s) is available. If the part(s) is unavailable, the repairing period may extend and subject to the availability of the part(s). MOSON will return the System to End-User after repair service afterwards.

14. **Service Exclusions - The scope of MOSON's on-site service policy does not include the followings:**

- A. Configuration and diagnosis of the System factory-installed operating system, or factory-installed applications for using with customer-installed applications and hardware.
- B. Configuration of any communication software, unless which is required for troubleshooting.
- C. All third parties supplied hardware, peripherals and software; including their installation and compatibility with your System branded hardware. We are not responsible for the original manufacturer of the product(s) in providing such technical support.
- D. Invalid software and hardware configurations.
- E. Backing up and restoring customer's data.
- F. Install End-User's applications and maintenance data.
- G. Unnecessary work in MOSON's assessment.
- H. Consumables and wear or tear to any items or parts.
- I. Non-critical failures that fall within industry specified tolerances e.g. noise, individual LCD pixels.
- J. Games and add-on pack ages from date of purchase (e.g. educational packs).
- K. Preventative maintenance.
- L. Repair of system after virus infection.

15. **Transfer of this Agreement:** Subject to the restriction (limitations set forth) in this Agreement, End-User cannot transfer this Agreement to any other person or party.

16. **Assignment:** MOSON reserves the right to assign the rights and obligations under this Agreement to a qualified third party whom is sub-contracted by MOSON. In such sub-contract assignment, End-User agrees to let the Third Party assignee to perform actions under this Agreement, which means the End-User agrees to accept solely to the third party assignee for the performance under this Agreement.

17. **Complete Agreement:** THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN END-USER AND MOSON AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

18. LIMITATIONS TO SERVICE COVERAGE. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE:

This Agreement extends only to original Purchaser of the System shown on End-User invoice and located within the Hong Kong Territory. If the system is relocated from Hong Kong Territory, Service will not be available. This Agreement extends only to uses for which the System was designed. Except as stated below, the services MOSON agrees to provide under this Agreement are labor only which is necessary because of any defect which exists or occurs in materials or workmanship in the System or in any System component covered in End-User's warranty. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than MOSON (or its representatives) and repair services which are necessary due to manufacturer's recall of Systems or System components are not included. MOSON is not obligated to repair any System or System component in the following instances:

- A. Damage resulting from accident, liquid, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the System, or abuse of the System component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper supplies) by anyone other than MOSON (or its representatives);
- B. Damage resulting from an nature disasters such as, but not limited to, Lighting, Flooding, Tornado, Earthquakes, Tidal Waves and Hurricanes;
- C. Failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning);
- D. Repairs due to excessive use, wear and tear;
- E. Use of third parties components;
- F. Any physical damage;
- G. Where MOSON determines there is no trouble found (e.g., the error cannot be re-created).

19. Customer Data & Data Loss: MOSON recommends regular backup of data. In cases where a hard drive failure is detected, the hard drive will be replaced. End-User's data stored on the defective hard drive will be lost if the hard drive is replaced. The service technician will configure the operating system to the original factory settings only if End-User makes the original software image or operating system installation media available. It is End-User responsibility to complete a backup of all existing data, software, and programs prior to MOSON performing any Service. MOSON WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM. End-User understands and agrees that under no circumstances will MOSON be responsible for any loss of software, programs, or data, even if MOSON technicians have attempted to assist End-User with End-User's backup, recovery, reinstallation of data or similar services. Any such assistance is beyond the scope of any MOSON warranty and this Service. Any assistance is provided in MOSON's sole discretion and without any guarantee or warranty of any kind. Neither does MOSON provide any guarantee or warranty of any kind with respect to any third-party product that a MOSON technician may use in assisting End-User.

20. Important Notice: MOSON reserves the right to change the above terms and conditions without prior notice.

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