

## **NEC Warranty Terms and Conditions**

### **Warranty Information**

#### **Consumer Guarantees**

The following information pertaining to Consumer Guarantees will only apply where You have acquired NEC products as a Consumer. You are a Consumer within the Australian Consumer Law if You acquire goods or services and the amount paid or payable is less than \$40,000, or if the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption.

The Australian Consumer Law protects Consumers by giving them certain guaranteed rights when they buy goods and services. Rights guaranteed under the Australian Consumer Law include:

- the goods are of acceptable quality;
- the goods match their description or any sample or demonstration model;
- the goods are fit for any represented purpose or purpose which the Consumer has made known;
- repairs and spare parts are reasonably available (unless notice has been provided that repairs or spare parts would not be available); and
- the services are carried out with reasonable care and skill and are completed within a reasonable time.

These rights are called 'Consumer Guarantees' and apply automatically whenever goods or services are supplied to a Consumer. These Consumer Guarantees cannot be refused, changed or limited. Consumer Guarantees have no set time limit and depending on the price and quality of goods a Consumer may be entitled to a remedy after any manufacturers' or extended warranty has expired.

#### **Manufacturer's Warranty**

NEC may offer a manufacturer's warranty on specific NEC products in addition to any other rights or remedies You may have under the Australian Consumer Law. The manufacturer's warranty set out below is offered by NEC as manufacturer and is not intended to and does not limit Your rights with respect to the Consumer Guarantees, where applicable. To determine whether the manufacturer's warranty applies to Your NEC product, please refer to the Specific Warranty Information for Your NEC product. The manufacturer's warranty must be read in conjunction with any Specific Warranty Information for Your NEC product. The Specific Warranty Information outlines the Warranty Period, Warranty Type and any specific exclusions for Your NEC product. NEC considers the Warranty Period specified in the Specific Warranty Information to be a reasonable warranty period having regard to the price, design, manufacture and expected use of the NEC product.

#### **General Manufacturer's Warranty ('Warranty')**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure if the goods fail to be of acceptable quality. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law. Subject to the terms and conditions set out below, and unless otherwise specified in the Specific Warranty Information for Your NEC product, NEC agrees to repair or replace, at NEC's cost, the NEC product purchased by You in Australia from NEC or an NEC Authorised Channel Partner when the product does not perform substantially in accordance with the specifications during the Warranty Period specified in the Specific Warranty Information for Your NEC product. NEC makes no other express warranties in respect of Your NEC product. To make a claim under this Warranty, valid proof of purchase must be presented when the warranty claim is made. The Warranty offered by NEC is not transferable. The Warranty will only apply if Your NEC product has been installed by NEC or by an authorised representative of NEC and used in accordance with NEC's recommendations (as noted in the operating instructions) under normal use and reasonable care (in the opinion of NEC). The warranty only applies to NEC products sold by NEC Australia for use within Australia.

### **Warranty Exclusions**

The Warranty does not cover damage caused by:

- misuse or abuse of the product by You;
- incorrect operation or not following the operation instructions (as noted in the operating instructions);
- improper installation;
- incorrect or improper maintenance or failure to maintain the product;
- specifically, for data projectors, use of non-genuine lamps resulting in UV damage to PJ inner parts
- failure to clean or improper cleaning of the product;
- incorrect voltage or non-authorized electrical connections;
- adverse external conditions such as incorrect or fluctuations in electrical voltage; thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other circumstance beyond NEC's control;
- exposure to excessive heat, moisture or dampness;
- exposure to abnormally corrosive conditions;
- alterations or modifications to the product made by You or a third party; or
- damage as a result of accident, liquid, grit, impact or lack of proper care as indicated in the operating instructions;

- damage resulting from image persistence (screen burn in)
- Warranty exclusions specific to touch screens:
  - damage resulting from the use of cleaning solvents such as acetone. Solvents such as this must not be used to clean touch screens
  - damage resulting from over voltage due to connection of any power supply (where required) other than 5VDC
  - damage due to supplying additional voltage to the USB socket
  - non operation or intermittent operation due to location outdoors and or exposure to direct sunlight
  - damage resulting from horizontal installation without proper support to maintain a level surface
  - damage resulting from rough handling and or dropping the touch screen

The Warranty does not apply if any serial number or appliance plate on the product has been tampered with, removed or defaced. The Warranty does not apply if the product has been repossessed under any financial agreement. The Warranty excludes accessories and consumable goods which have ceased working through normal wear and tear such as, but not limited to lamps and other parts classifiable as a consumable part. The Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. The Warranty excludes removal or reinstallation costs.

### **Warranty Claim Process**

Unless otherwise specified in the Specific Warranty Information for Your NEC product, if You wish to make a claim under the Warranty, You should contact NEC on 131 632 or email [channel.support@nec.com.au](mailto:channel.support@nec.com.au) and quote the type of NEC product, any applicable serial number and the date and place of purchase. Please review NEC's Privacy Statement for information regarding the information we may collect about You while processing Your warranty claim and how this information will be protected.

### **Extended Warranty**

When a product is purchased from an authorised NEC Channel Partner and not NEC directly, the authorised NEC Channel Partner may offer You an extended warranty on the product from a third party. Such an extended warranty is actually a separate service or insurance contract with different terms and conditions and is not made with or connected to NEC. Any claim made under such a warranty should be directed to either the authorised NEC Channel Partner or the third party providing the extended warranty