

NEC Products (Hardware)

Standard Limited Warranty Support Services Terms and Conditions (Malaysia)

NEC Product(s) comes with a limited warranty from the date of purchase. This limited warranty applies only to NEC Product(s) (as defined below) sold by NEC Corporation of Malaysia Sdn Bhd ("NEC"), NEC's authorised distributor(s) or authorised reseller(s) within the territory of Malaysia which are still within valid warranty period. If the NEC Product(s) malfunctions during the warranty period, NEC will perform the Warranty Support Services (as defined below) on the NEC Product(s) at no charge in accordance with the terms and conditions set herein.

1. DEFINITIONS

- a. **"This Agreement"** – means that the terms and conditions of the Warranty Support Services mentioned herein.
- b. **"ASP"** – means the service partner(s) (ASP) as appointed and authorised by NEC from time to time to perform the Warranty Support Services. For Customer who has purchased Warranty Support Services with on-site Service Coverage, NEC will dispatch its ASP technical engineer to Customer location on-site to carry out Warranty Support, if necessary.
- c. **"Customer"** – means an end-user NEC customer who purchases the NEC Product(s) directly from NEC or NEC's authorised distributor(s) or authorised reseller(s) with sales or delivery receipt issued as proof of purchase.
- d. **"Data"** – means the Customer's business or personal data that are saved in the System as part of their business operations to function.
- e. **"NEC Service Call Center"** – means the contact point (as detailed in **Appendix 1**) for the Customer to make report on system fault and coordination on resolving the Customer's problem via remote telephone on hardware fault diagnosis and at NEC's sole option and on such terms and conditions as NEC may deemed relevant of the NEC Product(s) purchased.
- f. **"NEC Product(s)"** – means the hardware components manufactured by or for NEC and DOES NOT include any Software/Applications, non-NEC Products or non-NEC peripherals.
- g. **"Other Charges"** – means the charges payable by the Customer on Out of Scope Services.
- h. **"Out of Scope Services"** – means those services which is outside of Service Coverage as more particularly detailed in Clause 4.
- i. **"Product(s) Upgrades"** – means additional hardware installation to existing NEC Product(s) usage.
- j. **"System"** – means the hardware and operating systems that is currently installed at the Customer's site.
- k. **"Service Coverage"** – means the support services purchased as indicated in the invoice of the purchased NEC Product(s).
- l. **"Software"** or **"Application"** – means the software applications or programs for which the Customer has rightfully purchase the appropriate license(s) to enable the System to operate as part of the Customer's business requirement.
- m. **"Warranty Support Services"** – Upon receipt of Customer's notification problem report of NEC Product(s) that have malfunctioned or failed and in the event that the reported fault is unable to be resolved via NEC Service Call Center, NEC undertakes to use all reasonable supports during the standard support hours of the respective NEC Products to make such corrections, repairs or adjustments to or replace such parts of the NEC Product(s) that may

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be necessary to restore the NEC Product(s) back to proper operating condition. Such Warranty Support Services whether it is achieved remotely or by on-site visit of technical engineer depends on the type of Service Coverage selected and purchased by the Customer.

2. Scope of Warranty Support Services

Subject to parts availability and in the absence of any end of life of NEC Product(s), NEC shall provide the Warranty Support Service to the Customer on the NEC Product(s) that are still within valid warranty period subject to the following terms and conditions:

- (i) NEC or its ASP will repair or replace any existing fault, defect or a defect occurs in materials or hardware component in the NEC Product(s) covered by this Agreement. NEC reserves the right to replace any part(s) thereof which may be found to be faulty and is under no obligation to use any parts thereof which are of the same brand or identical in all respects to the faulty parts. NEC reserves the right to supply used or reconditioned parts which are equivalent to new in functionality and appearance. NEC will ensure that any parts thereof used in replacement will have substantially the same fittings and at least an equivalent specification to the faulty parts thereof. The repair and replacement part are subject to the geographical restrictions and parts availability. NEC shall have no obligation to repair or replace until the Customer returns the faulty NEC Product(s) or parts to NEC.
- (ii) All decisions made by NEC in respect of the servicing of the NEC Product(s) (including repairs, replacements or issues relating to defects of workmanship or materials) shall be conclusive and the Customer agrees to be bound by such decisions. All parts, defective or otherwise, which have been so replaced, shall become the property of NEC.

The NEC Service Call Center contact and service repair respond are more particularly detailed in **Appendix 1**.

For NEC Product(s) that are sold by NEC's authorised distributor(s) or authorised reseller(s), the Warranty Support Services shall be supported by NEC's authorised distributor(s) or authorised reseller(s) whereat NEC's authorised distributor(s) or authorised reseller(s) must upon receipt of the incident report from Customer, verified the problem as in (i) above and shall only escalate or refer it to NEC Service Call Centre if the problem is relating to hardware issue as more particularly detailed in **Appendix 2**.

3. Customer Responsibilities

The Customer acknowledges, recognizes and takes full responsibility on the below stated responsibilities when seeking Warranty Support Services from NEC (or NEC's authorised distributor(s) or authorised reseller(s)):

- a. to provide proof of purchase as a condition of receiving Warranty Support Services;
- b. on the consequences of any use of the licensed software (if any);
- c. that the licensed software cannot be tested in every possible combination and it is not within NEC's control (or NEC's authorised distributor(s) or authorised reseller(s)' control) how and for what purpose the licensed software and documentation are used by the Customer;
- d. to cooperate with NEC (or NEC's authorised distributor(s) or authorised reseller(s)) when requiring the support to assist on the problem via remote phone support or remotely by granting access to NEC (or NEC's authorised distributor(s) or authorised reseller(s)) or execute tests or diagnostic as requested by NEC's (or NEC's authorised distributor(s) or authorised reseller(s)) technical engineer as a basic remedial level 1 service upon request;

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- e. for re-loading or re-install the Application or Software after any such services have been provided;
- f. to backup data on the system prior to the Warranty Support Services rendered by NEC (or NEC's authorised distributor(s) or authorised reseller(s)) or its ASP technical engineer at the Customer's site; and
- g. for its confidential information, the security of their proprietary information or reconstruction of lost data or altered files or its programs.

4. Out of Scope Services (Service Purchase Separately)

Upon the request of the Customer for the Out of Scope Services, NEC may, at its absolute discretion, response and provide the Out of Scope Services to the Customer subject to the Customer having (i) first accepted NEC's quotation and agreed on the payment terms and pricing; and (ii) if so required by NEC, pay the Other Charges for the Out of Scope Services within the stipulated time stated therein. The Out of Scope Services shall be carried out on a normal schedule working week day.

The Out of Scope Services shall include but not limited to the following (which list is not exhaustive) which is deemed as beyond the scope of this Agreement:-

- a. **Operating Service Recovery** – request to assist the restoration or recovering of the systems operating condition that is not related directly to hardware fault (eg. Hard disk faulty) or the operating systems are corrupted or its system functional become inoperable.
- b. **Performance Issue** - Diagnostics of System or operating system instability, application or System slowness and with recovery or re-installation of corrupted System or its system functional become degraded or application files affected due to Virus, Spyware or others caused that is not related to hardware fault (eg. RAM).
- c. **Virus / Spam Outbreak** - Diagnostics, detection and cleaning and recovery of Viruses / Spam causing system instability or affecting the System performance.
- d. **Application or Software**– Reinstallation, restoration, reconfiguration, enhancements, etc due to special request to have System improvement or additional system functional not updated or loading of service patches and fixes.
- e. **Data Backup or Data Restoration** – The failure of the data being backup to any device or restoration or recovery of data due to System operating degraded or there is data corruption that required reloading from backup device.
- f. **Preventive Maintenance** - special and additional arrangement of system maintenance where an engineer performs a system health check or system external cleaning. This service offer to interested party with special fees chargeable which may include but not limited to the following support services:-
 - i. Checking of System disk space, devices and sign of hardware failure
 - ii. Checking of System Resources usage
 - iii. Cleaning of Hardware - Internal & External component
- g. **IMAC** - the additional charges that are applicable for services fall under the current System changes which are Install, Move, Add, Change which is not covered under the normal terms and conditions.
- h. **Third Party Product** – Recovery for system re-installation for all types of third party products (eg. hardware, software or application or device drivers),

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- i. Any consumables and expandable supply items which NEC or its ASP may replace, as and when necessary during the service rendered.

5. Exclusion

NEC shall not be responsible for the NEC Product(s) and shall not provide free spare parts and labour on the following events:

- a. if the loss, defect, damages, breakdowns or malfunctions of the NEC Product(s) due to or result from:
 - i. accident, physical damage, negligence, abuse, misuse or mishandling of the NEC Product(s) by the Customer, its users, servants and/or agents including but not limited to water stain marks detected, accidental spill of liquids or intentional damage to the NEC Product(s);
 - ii. any modifications, repairs or tampering with the NEC Product(s) by any unauthorised person other than the personnel of NEC or ASP;
 - iii. improper or inadequate maintenance or calibration or improper site preparation or maintenance or failure of proper environmental conditions, oily or dusty environment, humidity control, operation storage temperature,
 - iv. in transit from the original place of installation to another location unless relocation is carried out by NEC or ASP;
 - v. robbery, theft etc;
 - vi. the use of supplies and spare parts other than that recommended by NEC;
 - vii. dead pixels of not more than 0.01%
 - viii. electricity power fluctuation, excessive voltage/current on main supply and/or lightning strike;
 - ix. natural disaster such as, amongst others, earthquakes, tsunami, typhoon, hurricane, flood which to a certain are unpredictable and destructive;
 - x. operating system or software of any type or reloading software of any type; or
 - xi. forces that acted beyond the nature such as act of GOD, flood and fire,
- b. NEC Product(s) which are already end of life where end maintenance support already set in.

6. Applicable taxes

Customer shall pay all applicable taxes (including but not limited to Goods and Services Tax ("GST")) whenever imposed by the relevant authority on the Warranty Support Services, extended warranty support services and Out of Scope Services provided pursuant to this Agreement notwithstanding that the fee chargeable may have been paid in advance prior to the imposition of the GST.

7. Limited Warranty

NEC warrants that all the NEC Product(s) shall be free from defects in material or workmanship under normal use for the stipulated warranty starting from the date of your purchase. If any NEC Product(s) found to be defective in material or workmanship during the warranty, NEC will provide

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repair and replacement of the NEC Product(s) or part(s) thereto without charge or to make necessary arrangement with NEC's authorised distributor(s) or authorised reseller(s), as the case may be, on the same. Any insurance, handling, transportation, delivery and other incidental charges in respect of the servicing of the NEC Product(s) or part(s) thereto shall be borne by the Customer. Any add on, repair or replacement of the NEC Product(s) or any part(s) thereto during the warranty period shall NOT have the effect of extending the original warranty period.

Save and except for the above limited warranty, NEC makes no other warranties, guarantees or conditions, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose and NEC disclaims all warranties, guarantees and conditions NOT stated in this limited warranty and any implied warranties that may be imposed by law are limited in duration to the applicable warranty period.

8. Service Limitation

The Warranty Support Services provided by NEC and/or its ASP in this Agreement does not include any of the following:-

- a. the support for product(s) that are not NEC Product(s), whether or not it form part of the System configuration or form part of the integral components that caused failure during installation of any Software or Application;
- b. the support of the Software or Application due to the inability of these products to properly work in system data exchange;
- c. non-NEC Product whereby NEC is not liable for the performance or non-performance of third party vendor(s) compatibility, their products, or their support services agreement unless otherwise expressly specified in a separate maintenance agreements with NEC;
- d. Software or Application whereby NEC is not liable to provide the support services in this Agreement for the software whether or not bundled with the NEC Product(s) such as the following:
 - i. Bug fixes, patches, software repair, disk space resizing, testing of latest Service Pack release by third party vendor(s) or security;
 - ii. Isolating or interpreting the systems generated error messages either caused by the operating environment or Customer's programs or Software;
 - iii. Interface or interconnectivity to third party products;
 - iv. Compatibility compliance with third party products;
 - v. Systems or Network configuration;
 - vi. System operating system corruption, performance, customization or optimization;
 - vii. Diagnose or troubleshoot problem related to Customer's programs or source codes, and
 - viii. Recreation of the problem reported or finding a solution to resolve Customer's programs,
 - ix. relocation of product by third party transportation and negligence caused in failure of NEC Product(s) functions and NEC was not informed of the movement, NEC shall have the rights to charge the Customer for replacement of faulty parts which NEC or its ASP may have replaced;
 - x. support services to Customer's Data such as backup, data recovery or restoration due to corruption or lost detected in advance by Customer or either during a support services rendered;
 - xi. loss of data (data not recoverable or data corrupted during support service), cost or expense of any kind whatever, however caused during the service carried out where data corruption could occur prior to the support service rendered or the possibility with the caused by virus or spyware infected system or instability of the operating condition of the System or the computer failure whether indirectly or unintentionally or

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- accidentally or unavoidable reasons caused by the operating environment failure of the system or loss of use of any of the computer network during the cause of repair; or
- xii. other causes that are beyond NEC's control such as the inability of the third party products and NEC non-compliant products in Customer's supported environment to execute properly its Software or Application in receiving any form of data as the resolution of some of these problems are beyond the NEC scope of this Agreement.

NEC shall have the rights to charge Customer for any request raised to assist in data backup, restoration or recovering the complete systems operating environment such as the Software or Application should the Customer insists that it should be NEC's responsibility to provide the services. NEC or its ASP will perform such service request and will be assisting at its best level of knowledge with Customer's guidance and shall not be hold responsible or liable for loss of data, corruption, production failure, cost or expense of any kind whatever, however caused during the carrying out of such support service.

For any material breach of this Agreement by NEC or its ASP, the Customer's remedy and NEC's liability will be subjected to the clause on Limitations of Liability and Remedies.

9. Limitations of Liability and Remedies

NEC shall not be liable to the user or any third party on (i) the third party software vendor product(s) whether acquired either through NEC or directly or indirectly from the third party software vendor or any third party or whatsoever on matter(s) related to the System inefficiency or performance of the software, (ii) for any physical or other damage, injury or failure to provide maintenance in respect of any act, omission or negligence of any technician, employee or independent contractor of NEC relating to the performance or purported performance of any obligations under this warranty support service that NEC will be covering for the NEC Product(s).

NEC does not offer any refunds for product that was purchased either directly from NEC or through NEC's authorised distributor(s) or authorised reseller(s).

In no event will NEC be liable for any damages caused by NEC Product(s) or support services rendered or the failure of NEC Product(s) to perform, including but not limited to any indirect, special, incidental, consequential damages (including loss of data, production downtime costs or lost of profits or loss of goodwill or anticipated savings) or other damages whether based in contract, tort (including negligence) or under contract or ad-hoc service, or otherwise, even if NEC had been advised of their possibility.

The remedies provided in this Agreement are the Customer's sole and exclusive remedies and the terms and conditions herein shall supersede any prior agreements or representations, including those made in NEC sales literature or advice given to the Customer by or on behalf of NEC in connection with the Customer's purchase.

NEC reserves the right to revise or update NEC Products or documentation thereto without obligation to notify any individual or entity.

10. Termination

The Warranty Support Services may be terminated by NEC in the event of a failure by the Customer to perform any of its obligations under this Agreement and/or pay for all or any part of the Warranty Support Services.

11. Intellectual Property / Trademarks

All intellectual property rights of the NEC Product(s) shall belong to NEC and the Customer shall not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights of NEC Product(s).

12. Governing Law and Jurisdiction

The laws of Malaysia shall govern all questions relating to the execution, construction, validity and performance of this Agreement and to all other issues or claims arising hereunder. The Customer hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Malaysia and waive all objections on the ground of non-convenient forum.

13. Force Majeure

In no event shall NEC be liable for any delay or failure to perform under this Agreement which is due to causes beyond the reasonable control of NEC, including without limitation fire, explosion, flood, strike, war, terrorist acts, civil disturbances, civil or military authority or materials that are not reasonably available from alternate sources, acts of God or public enemy. Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable hereunder.

14. Holidays

NEC will observe all local national and state public holidays and no support services shall be provided on these days.

15. Export Control

Provision of the support services to the Customer may be subject to export control law and regulations. NEC does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to NEC to obtain any necessary consents. If any necessary consents are not granted, the Parties can terminate this Agreement without any liability to the other.

16. Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

17. Non-transferable

The Agreement is valid only in Malaysia to the original purchaser of NEC Product(s) and is not assignable or transferable.

18. Personal Data Policy

The Customer acknowledges and agrees that NEC may process and store personal data of the Customer as defined in the Personal Data Protection Act 2010 ("PDPA 2010") for the purpose and in furtherance of this Agreement. NEC hereby agrees to take all reasonable steps and measures which are necessary in handling the personal data of the Customer in accordance with the PDPA 2010 and NEC Personal Data Policy which is available in NEC's weblink: http://my.nec.com/en_MY/support/index.html.

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Appendix 1

NEC Service Call Center

The following is NEC support contact details in accordance to Service Window of the NEC Product(s) purchased:-

NECare Service Call Center	1-300-88-6322 or such other contact number as shall inform by NEC from time to time.
Warranty Support Services and Services Coverage	Refer to Terms and Conditions of Invoice for Service Window

Standard Warranty Claim Procedures and Responses

The Customer has to comply with the below warranty claim procedures before the reported incident is attended to by NEC.

1. **Call Preparation:** All incoming call of the Customer is subject to assessment of the reported problem and the Customer shall provide in advance the following document proof of purchase to NEC or the NEC's authorised distributor(s) or authorised reseller(s) (if purchased directly from NEC's distributor(s) or authorised reseller(s), to refer **Appendix 2** as well) before the incident report is attended to:
 - (i) Company's Name & Contact Person
 - (ii) Contact number
 - (iii) Location (Address) of the NEC Product(s)
 - (iv) Part/Model No. and Serial No.
 - (v) Problem Description or Symptoms
 - (vi) Attachment (a print screen of error)
 - (vii) A copy of proof of purchase (as registered and recorded in NEC System or invoice number, original sale or delivery receipt showing date of purchase with serial number, model number (eg. N8xxx), the brand or model of the NEC Product(s) and any peripheral devices connected to the NEC Product(s) (eg. USB drive, Storage, printer, scanner, UPS or modem) which form part of the operational System or application and the current version of the operating system being used)
 - (viii) the information of NEC's authorised distributor(s) or authorised reseller(s)
 - (ix) Certificate of extended warranty (if applicable): NEC Product(s) with extended coverage from the standard warranty shall have a certificate issued to the Customer.

The warranty herein shall not apply to NEC Product(s) where the serial numbers of the NEC Product(s) have been altered or removed.

2. **Problem Description** – The Customer shall provide the description on the problem details of the NEC Product(s) or any System error message either with a print screen and when it occurs; any system light indicator lid color change when the error occurred; what was being done when the error occurred; and what steps have already been taken in trying to solve the problem.
3. **Resolution** – The Customer shall provide assistance to the NEC Service Call Center's technical engineer and follow the instructions or directions to resolve the problem as described. If the NEC Service Call Center's technical engineer is unable to resolve the problem over the telephone, then NEC Service Call Center's technical engineer will make recommendation to the Customer on the next course of action to be taken.

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Service Response scheduling

Unless the below PURR (as defined below) is purchased, the Customer shall at its cost, send and/or carry in the concerned NEC Product(s) to NEC or NEC's authorised distributor(s) or authorised reseller(s).

All incident reports shall be subject to assessment before the next arrangement available as in the below table:-

Service Response (depend on the Service Coverage purchased by the Customer)	Call received before schedule:-
PURR – Pick-Up Repair & Return (Next Business Day ("NBD"))	This service will be arranged with Customer in accordance to the available schedule and the repair shall only be measured on the NBD upon and after the NEC receiving the defective equipment.
Onsite Scheduling (8x5 NBD)	<ol style="list-style-type: none"> 1. Before 4.00 pm – NBD 2. After 4.00 pm – the next business day after NBD Response time to call – 4 hours
Onsite Scheduling (12x7 NBD)	<ol style="list-style-type: none"> 1. Before 7.00 pm – NBD 2. After 7.00 pm – NBD @ 12:00pm Response time to call – 2 hours
Onsite Scheduling (24x7 NBD)	<ol style="list-style-type: none"> 1. Before 10.00 pm – NBD After 10.00 pm – the next business after NBD Response time to call – 4 hours
(8x5x4 hours) OR Onsite Scheduling	<ol style="list-style-type: none"> 1. Before 2.00 pm – 4 hours response time with assessment prior onsite 2. After 2.00 pm –NBD @ 09:00 AM
(12x7x4 hours) OR Onsite Scheduling	<ol style="list-style-type: none"> 1. Before 5.00 pm – 4 hours response time with assessment prior onsite 2. After 5.00 pm – NBD @ 10:00AM after 4 hours response time with assessment prior onsite
(24x7x4 hours) OR Onsite Scheduling	Level 1 – Assessment of problem via phone support by technical team within the 4 hours' response time. All defective reports must be assessed prior to any schedule onsite support arrangement with the Customer.

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Appendix 2

*The following are applicable where the NEC Product(s) is purchased from
NEC's authorised distributor(s) or authorised reseller(s)*

1. NEC shall provide the following support services on hardware of NEC Product(s):
 - a. Power supply failure
 - b. Touch Screen function failure (if any)
 - c. Boot failure (cannot detect hard disk)
 - d. Frequent Auto-shutdown (due to CPU fan or RAM)
 - e. Changing of hardware only (1 to 1 swap [components]) (eg. hardisk without any reconfiguration or recovery of operating system or application)

2. The following out of scope support services which is not related to NEC Product(s)' hardware, will only be provided by NEC at NEC's absolute discretion shall be chargeable to NEC's authorised distributor(s) or authorised reseller(s):
 - a. Blue screen due to operating system or application (Not related to hardware)
 - b. Boot failure (No operating systems found)
 - c. Slow Performance affecting the Application (non-hardware related)
 - d. Intermittent systems hang, no response to cashier drawer, display pricing not accurate, etc...
 - e. Onsite scan and detected virus affecting the systems frequent auto-shutdown (non-hardware related)
 - f. Wrong Diagnostic or Troubleshooting by authorised distributor(s) / authorised reseller(s), where issue is related to operating system, Application, Printing, Network, etc...

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