Warranty Conditions for Monitors, Projectors and Computing Solutions

1. WARRANTY

1.1. **Sharp Display Solutions Europe GmbH, Landshuter Allee 12-14, 80637 Munich, Germany**, ("Sharp") grants the end user of a new device a manufacturer's warranty ("Warranty"). An end user is exclusively a person who purchases the product for his own use and not for commercial resale or further processing ("Customer"). The Warranty covers the following product ranges ("Product"):

- Desktop monitors
- Large format screens
- Projectors
- Computing solutions

The Warranty applies regardless of whether the Product is sold under the NEC or Sharp brand name.

1.2. During the warranty period (Clause 2.1), Sharp shall remedy defects in workmanship and materials of the Product ("Warranty Services") within the geographical boundaries (Clause 2.3), unless the requirements regarding the Warranty (Clause 3) are not met.

1.3. Direct View LED, cinema projectors and lenses are not covered by this warranty.

1.4. Accessories, optional equipment, consumables, special projector wear parts (such as prism, color wheel, LCD panel, DMD), consumable parts (such as fans, lamps and dust filters) and packaging are not covered by this warranty.

2. WARRANTY PERIOD AND GEOGRAPHICAL BOUNDARIES

2.1. The warranty period is three (3) years from the date of sale to the first customer ("Warranty Period"). The date of purchase on the original invoice is decisive.

2.2. The provision of Warranty Services neither renews nor extends the term of the Warranty.

2.3. The Warranty applies exclusively to products purchased in the European Union, the United Kingdom, Switzerland, Liechtenstein, Norway or Iceland. Only continental areas (including bridge islands) are included; areas outside the European continent are excluded ("Geographical Boundaries"). Claims under this Warranty ("Warranty Claim") can only be asserted within the Geographical Boundaries.

3. WARRANTY REQUIREMENTS

3.1. The Warranty does not cover any defects caused by or resulting from the following circumstances:

3.1.1. Any improper use of the Product: Improper use includes (but is not limited to) failure to follow the installation instructions; handling or operating the Product in disregard of the documents supplied with the Product, such as operating instructions, user manual, maintenance instructions, installation instructions, setup instructions and safety instructions; using the Product with software that was not included with the Product or that was not properly installed; and failure to comply with the applicable technical and safety regulations and standards of the country in which the Product is used.

3.1.2. The following handling of the Product: improper storage and cleaning; rough handling; operation in damp, wet areas or under extreme heat or environmental conditions or rapid change of such conditions; corrosion; oxidation; irregularities in the power supply; accidents caused by forces of nature; acts of war; spillage of food or liquids or exposure to chemical products; malware in the software; or similar events.

3.1.3. Any of the following circumstances: modifications or repairs to the Product; opening of the Product; use of connections with or without manipulation of the Product by persons not trained, instructed or authorized by Sharp; alteration, removal or obliteration of the serial number or type plate; and the use of non-original spare parts and consumables unless authorized by Sharp.

3.1.4. Damage caused by inappropriate or improper installation of the Product.

3.1.5. Any other misuse of the Product.

3.1.6. All events or actions beyond the control of Sharp.

3.1.7. Anything else that is not related to the intended use of the device.

3.2. The Warranty does not cover the following:

3.2.1. Pixel errors that are within the specifications of the Product according to the data sheet.

3.2.2. Burn-in effects such as image shadows and image burn-in as well as brightness deviations.

3.2.3. Damage that occurs during shipment to the Sharp repair center for repair of the defect and is due to the fact that the Product was not packaged properly for shipment.

3.2.4. Mechanical damage (e.g. scratches, pressure marks or breakage) or damage to electrical components caused by external influences or transportation

3.2.5. Customary color deviations and material tolerances.

4. WARRANTY PROCESS

4.1. The Sharp Service Helpdesk or Sharp Service Center responsible for the warranty process in each country can be found on the website www.sharpdisplays.eu.

4.2. A Warranty Claim must be made to the Sharp Service Helpdesk or Sharp Service Center identified by the Customer. Processing is carried out by the country-specific Sharp Service Helpdesk or Sharp Service Center in consultation with the Customer.

4.3. Warranty Claims will only be accepted if the defective Product is presented within the Warranty Period together with the original invoice (including serial number and date of purchase) of the defective Product.

4.4. The Customer must ensure that the rejected products are properly packaged and secured in such a way that they are protected from damage during transportation.

4.5. The Sharp Service Center will check the products in question. If the products are defective, Sharp's Service Center will, at its sole discretion, repair or replace the defective products with a flawless equivalent product or component and return it to the Customer without charging labor and material costs. Replaced products or items of the Product become the property of Sharp.

4.6. If the Customer claims faults, damage or defects that are not covered by this Warranty, Sharp will notify the Customer and inform the Customer of the cost of repair or replacement of the Product. If the Customer wishes the Product to be repaired or replaced, the Customer will be invoiced for the costs.

5. OTHER CLAIMS

5.1. The Customer's statutory claims against the seller in the event of defects, such as the rectification of the defect or the delivery of a defect-free item, are not restricted in any way by this Warranty. These rights may be exercised free of charge. At the Customer's discretion, these can also be asserted instead of claims under this Warranty. This also applies if Sharp rejects or does not fulfill claims under this Warranty.

5.2. Claims arising from the German Product Liability Act and other statutory rights of the Customer also remain unaffected by this.

6. LIMITATION OF LIABILITY AND PERFORMANCE

6.1. Sharp warrants this Product to be free from defects in materials and workmanship only.

6.2. Otherwise, Sharp's liability shall be limited as follows: In cases of slight negligence, Sharp shall only be liable for the breach of material contractual obligations. Sharp's liability in such cases shall be limited to direct losses which are foreseeable and typical for this type of contract (no liability for loss of profits or revenue, impossibility of use or loss of production, costs for a replacement product, damage to property beyond the Product or other indirect or consequential damages). Obligations are deemed to be material if their fulfillment is essential for the proper performance of the contract and if the contracting parties can be expected to comply with them under normal circumstances.

Sharp shall not be liable in cases of slight negligence for the breach of non-essential contractual obligations.

6.3. To the extent that Sharp's liability is excluded or limited, this shall also apply with regard to personal liability for damage caused by Sharp's employees, workers, staff members, representatives and vicarious agents.

6.4. The above limitations of liability do not apply to claims by the Customer for injury to life, limb or health.

6.5. Claims-related benefits beyond the benefits guaranteed by Sharp here are not covered by this declaration.

7. DISPUTE RESOLUTION

7.1. German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

7.2. Munich is agreed as the place of jurisdiction for all disputes with registered traders, legal entities under public law or special funds under public law. The same place of jurisdiction shall apply if the Customer has no general place of jurisdiction in Germany, moves his domicile or normal place of residence abroad after conclusion of the contract or his domicile or normal place of residence is not known at the time legal proceedings are initiated.

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