



**General Warranty Terms & Conditions
for Australia Only
(English)**

Statement of Limited Warranty

This statement of Limited Warranty describes the warranty provided by Fujitsu PC Asia Pacific Ltd. ("FPCA") and contains information about the services and support to which you, the original Purchaser ("Purchaser") are entitled to.

Interpretation

In this statement,

"FPCA" means Fujitsu PC Asia Pacific Ltd;

"International" is defined as location outside of the country of purchase of the Product;

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

"Product" means the products of FPCA, including Fujitsu LifeBook, Stylistic, Fujitsu Desktop PCs, TFT and CRT monitors;

"Purchaser" means the original Purchaser of the Product;

"Sales Territories" is defined as Australia, Bangladesh, Brunei, China, Hong Kong, India, Indonesia, Malaysia, Maldives, Nepal, New Zealand, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, Vietnam and other countries as updated by FPCA to the list from time to time. For an up-to-date list, please refer to our website: <http://hk.fujitsu.com/pc/buy>

Warranty Period

The warranty period varies by Product model and country of purchase. Please contact your place of purchase or the FPCA local authorised service providers for detailed warranty information.

If you believe that your warranty period differs from what our website states, contact your place of purchase or the FPCA local authorised service providers together with the proof of purchase (the original sales invoice) for clarification.

A) LifeBook & Stylistic

Please note the explanation of the different warranty terms below:

- 1) 1 year international limited warranty means that FPCA will provide warranty service without charge for:
International; parts and carry-in labour within the first year of purchase;
- 2) 2 year local limited warranty means that FPCA will provide warranty service without charge for:
Local; courier pick-up and return service included parts and labour within the first and second year of purchase.

Embedded 3G WWAN module carries 2 year local warranty.

For warranty coverage of the accessories bundled in the original packaging, please refer to section (D) – Accessory.

B) Fujitsu Desktop PCs

3 years local limited warranty is applicable for Desktop PCs:

- a) Local; parts and on-site labour within the first year of purchase;
- b) Local; parts only, within the second and third year of purchase. Labour charges will apply.

Part coverage varies by country of purchase. All accessories including but not limited to bundled CRT monitor, keyboard and mouse carry a 1 year local limited warranty only. Please contact your place of purchase or the FPCA authorised service providers for detailed warranty information.

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.

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 under any warranty.

C) Standalone Monitor

Please note the different warranty coverage for standalone CRT and TFT Monitors in general.

- 1) CRT Monitors carry 1 year local limited warranty:
 - a) Local; parts and carry-in labour within the first year of purchase.
- 2) TFT Monitors carry 3 years local limited warranty:
 - a) Local; parts and carry-in labour within the first year of purchase;
 - b) Local; parts only within the second and third year of purchase. Labour charge will apply.

LCD panel 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 weight savers, all types of carrying cases, screen protector kits, mini s-video cables, stylus pen tethers, power cables, antenna cables, LAN/VGA adaptor connectors are not covered under any warranty.

Warranty Coverage

The warranty provided by FPCA in this statement applies only to FPCA Product purchased from FPCA authorised distributors and authorised resellers. Warranty coverage commences from the date of purchase.

FPCA warrants the Product against defects in material or workmanship provided that the fault has occurred under the operation of the Product as described in the User's Manual during the applicable warranty period.

If the Product becomes defective during the warranty period, FPCA will at its option repair the Product with new or reconditioned parts.

Warranty Service

FPCA offers "Carry-In" or "On-site" warranty service depending on the FPCA Product and country of purchase. Please contact your place of purchase or the FPCA authorised service for detailed warranty information.

You must keep your proof of purchase (invoice) and provide to our service center for clarification once you request for in warranty maintenance and repair service.

Parts removed from a Product during warranty service will become the property of FPCA. FPCA spare parts used for replacement assume the remaining warranty coverage of the Product they are used on.

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.

Responsibilities of the Purchaser

Before the Product is repaired under the warranty service, you are advised to:

- a) 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;**
- b) 2-level passwords refers to 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.
- c) Remove non FPCA parts, associated equipment and third party peripherals, memory expansion cards, PC cards or accessories not under the warranty service;
- d) Remove confidential, proprietary or any personal information stored in the Product.

How to obtain warranty service

To obtain warranty service, contact the FPCA local authorised service providers or the FPCA Helpdesk, as listed on our website: http://hk.fujitsu.com/pc/warranty_local.

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

- a) Warranty registration is completed successfully
- b) Proof of purchase (the original sales invoice) is provided

When contacting the local FPCA authorised service provider or the FPCA Helpdesk, 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 LifeBook and Stylistic or on the label inside the lid at the back of the Fujitsu Desktop PCs;
- c) A brief description of the problem.

Transportation, custom duties (if any) and insurance cost (if applicable) of sending the Product to/from the authorised service providers shall be borne by the Purchaser.

International Helpdesk Service

If you require international warranty service, contact the FPCA International Helpdesk as listed on our website: http://www.pc-ap.fujitsu.com/support/warranty_int.html. 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 (the original sales 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 CD/DVD-ROM provided by FPCA;
- e) Computer Login and Password;
- f) A brief description of the problem;
- g) Call reference number given by the Help Desk;
- h) Your return address and contact details.

Exclusion to the Warranty

To the full extent permitted by law, all warranties, conditions, terms, representations and undertakings, other than as expressly set out in this limited warranty, 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 limited warranty does not apply to the following:

- a) Defects caused by the operation outside the usage parameters stated in the user's manual;
- b) Malfunctions caused by misuse or abuse, improper installation, operation or maintenance, improper connections or peripherals, use of non-FPCA spare parts, service modifications or repair performed by a person not authorised by FPCA, or other conditions not arising from defects in Product material or workmanship;
- c) Malfunctions or failure caused by accidental or intentional damage;
- d) Malfunctions caused by connection to irregular voltage sources;
- e) Defects resulting from normal wear and tear;
- f) All media such as diskettes, CD/DVD-ROM and other consumables supplied with FPCA Products;
- g) Any transfer or assignment of ownership to any third party;
- h) Non FPCA parts, associated equipment and third party peripherals, memory expansion cards, PC cards or accessories;
- i) It is natural for liquid crystal displays (LCD) to show a small number of missing or discoloured 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-conforming pixels. The acceptable number of such non-conforming pixels on the LCD screen of FPCA LifeBook & Stylistic is 7, Pocket LOOX is 5, DESKPOWER TX Series is 8, PD-TFT15A & PD-TFT15B Monitor is 7, PD-TFT15C & PD-TFT15D Monitor is 4, PD-TFT17A Monitor is 3 and PD-TFT19A & PD-TFT19B is 4. (For the type of TFT monitors, please refer to the part number on the label);
- j) LCD screens which are cracked, scratched, or imprinted which is not attributable to a manufacturing defect;
- k) Preventive maintenance such as conditioning hard disk, data recovery, virus check, hardware diagnostics test and cleaning;
- l) Product purchased outside the Sales Territories of FPCA
;
- m) Bundled and non-bundled software;
- n) Equipment that has been abused or damaged;
- o) Equipment that has been opened by unauthorized personnel;
- p) Equipment without valid FPCA serial number sticker;
- q) Malfunction caused by liquid;
- r) Hard disk which cannot be unlocked due to the loss of password.

Limitation of Liability

To the full extent permitted by law and subject to the following paragraph, FPCA and its affiliates, suppliers, authorised service providers, agents and resellers liability, under, or in relation to, these terms and conditions, is limited to (at FPCA's option) the fees paid by the Purchaser under these terms and conditions, or the cost of the repair or replacement of the Product purchased. FPCA and its affiliates, suppliers, authorised 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.

Certain legislation, including the Australian *Trade Practices Act 1974* (Cth), may imply warranties or conditions or impose obligations upon FPCA which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This limited warranty must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which FPCA is entitled to do so, FPCA limits its liability in respect of any claim under those provisions to:

- a) in the case of a Product, at FPCA's option:
 - (i) the replacement of the Product or the supply of an equivalent Product;
 - (ii) the repair of the Product;
 - (iii) the payment of the cost of replacing the Product or of acquiring an equivalent Product; or
 - (iv) the payment of the cost of having the Product repaired.

- b) in the case of services, at FPCA's option:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

To the full extent permitted by law, FPCA, its affiliates, suppliers, authorised service providers, agents and resellers are not liable for any of the following:

- a) on account of any claim (whether based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity, the failure of any limited remedy to achieve its essential purpose, or otherwise) for any special, , indirect, incidental, exemplary or consequential damages, or the loss or corruption of data, loss of profits, revenue, interest, goodwill or interruption to the Purchaser's business or for any damages or sums paid by the customer to third parties, even if FPCA has been advised of the possibility of such damages;
- b) Loss, damage or delay caused directly by force majeure, including but 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 these terms and conditions belong to FPCA. FPCA reserves the right to amend the warranty terms and conditions at any time without notice. The amended terms and conditions shall supercede any previous terms and conditions immediately.

Privacy

The Purchaser agrees to FPCA collecting, using 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;
- 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.

To the extent required under the Australian *Privacy Act 1988* (Cth), FCPA agrees to handle the personal information of the Purchaser in accordance with the requirements of the as amended from time to time and in accordance with FCPA policies and procedures. FCPA agrees to provide the Purchaser with its privacy policy at the request of the Purchaser.

Contact Details

For product service or warranty enquiries, please log onto <http://hk.fujitsu.com/pc/contact> and submit your enquiries to us.

Governing Law

Where the Purchaser has taken delivery of the Product in Australia, this warranty shall be governed by the laws of Victoria, Australia.