

LIFEBOOK Shield Terms & Conditions for Accidental Breakage to the LCD or LED Monitor or Accidental Liquid Damage to the Motherboard

(This document is not applied to China Users)

Statement of this Terms & Conditions

The LIFEBOOK Shield provided by Fujitsu Business Technologies Asia Pacific Limited ("FBTA") for Accidental Breakage to the LCD Monitor or Accidental Liquid Damage to the Motherboard is limited and conditional and this statement of terms and conditions describes or contains important information about the services and support to which you, the original Purchaser ("Purchaser') are entitled.

This "LIFEBOOK Shield Terms & Conditions for Accidental Breakage to the LCD or LED Monitor or Accidental Liquid Damage to the Motherboard" applies only to Fujitsu Made in models and which sold by FBTA authorized distributors/resellers in APAC (except China), that are bundled with the stated coverage you purchased (i) for merely your own use and not for resale or other non-self-use purpose and (ii) from FBTA authorized distributors or authorized resellers. The coverage commences from the date of purchase specified on your sales receipt or invoice unless Fujitsu informs you otherwise in writing.

LIFEBOOK Shield is only valid in the original country of purchase. The coverage is not part of the general warranty or extended warranty coverage provided by FBTA. Please refer to the General/Extended Warranty Terms and Conditions for details.

Terms Definitions

"Accidental Breakage" means externally-visible physical damage harm, cracking or destruction that results from an external, unintentional, non-negligent, unexpected and unforeseeable cause that impedes the normal functioning of the LCD or LED Monitor;

"Asia Pacific" or "APAC" means Bangladesh, Hong Kong, Indonesia, Malaysia, Myanmar, Nepal, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam;

"Coverage Period" means the period of coverage, being the period of twelve months commencing on the date of purchase as shown or specified in a valid invoice which shall be shown and provided to FBTA;

"Notebook(s) or Tablet(s)" means the Fujitsu notebook or tablet computers bundled specifically with the LIFEBOOK Shield;



"Repair Cost" means the amount it costs the purchaser to repair and/or replace the LCD or LED Monitor, which amount is inclusive of tax, duty, parts, labour and transportation charges and is fixed at 30% of the repair price quoted by Authorized Service Provider for the respective Fujitsu Lifebook;

"Replacement Cost" means the amount it costs the purchaser to replace the Fujitsu Lifebook, which is 35% of original retail price inclusive of tax, duty, parts, labour and transportation charges;

"Replacement Equipment" means a Fujitsu Lifebook of like kind and quality used to replace the Fujitsu Lifebook that requires replacement due to Accidental Liquid Damage to the Motherboard. Although the Replacement Equipment will have the value and technical specifications comparable to the Fujitsu Lifebook it replaces, the Replacement Equipment may be of a different model, not identical to the Fujitsu Lifebook and is subject to FBTA's final decision;

"Robbery" means the use of physical violence or threat of so doing by a Third Party on or against the Purchaser so as to deprive the Purchaser of the Fujitsu Lifebook;

"Terrorist Act" means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not;

"Third Party" means any person other than the Purchaser, as well as any person not authorized by the Purchaser to use the Notebook or Tablet;

"War" means war, whether declared or not, or any warlike activities, including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

What is included in the LIFEBOOK Shield

FBTA will partially cover the Purchaser for the repair costs which the Purchaser of the PC unit incurs, in providing the following services to a Purchaser in APAC with present of FBTA Authorized Service Provider, for a Fujitsu Lifebook which bundled with the extra coverage during the Coverage Period:

1. <u>Accidental Breakage to LCD or LED Monitor</u>. In the event of any Accidental Breakage to a Fujitsu Lifebook's LCD or LED Monitor, FBTA partially cover the costs it incurs during the Coverage Period in having to repair and/or replace the LCD or LED Monitor up to the amount of 70% of out of warranty repair cost quoted by FBTA Authorized Service Provider. The total amount covered for each separate event of Accidental Breakage to a Fujitsu Lifebook's LCD or

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LED Monitor shall be subject to FBTA final decision. Only three separate events of Accidental Breakage to a Fujitsu Lifebook's LCD Monitor per Coverage Period may be claimed under this coverage;

2. <u>Accidental Liquid Damage to Motherboard.</u> In the event of any Accidental Liquid Damage to a Fujitsu Lifebook's Motherboard, FBTA shall partially cover the Purchaser for the costs it incurs during the Coverage Period in having to replace either main components or the Fujitsu Lifebook and FBTA has the right to determine for part or unit replacement. The Replacement Cost for a purchaser to replace the notebook or tablet is equivalent to 35% of original retail price of the Replacement unit inclusive of tax, duty, parts, labour and transportation charges. The Replacement Unit would either be a Fujitsu PC same model as the one damaged, or a different model with similar specification. The Replacement Model is subject to FBTA final decision. Only one event of Accidental Liquid Damage to a Fujitsu Lifebook's Motherboard per Coverage Period may be claimed under this coverage. Coverage for Accidental Breakage to the LCD Monitor or Accidental Liquid Damage to the Motherboard will be voided once the unit is replaced. Replacement unit is not entitled to LIFEBOOK Shield.

A service request should be made by the Purchaser to an authorized service centre of the original county of purchase located in Asia Pacific.

Exclusion of the Coverage

FBTA will not pay for any expenses or loss whatsoever arising from any of the following:

- 1 Any dishonest, criminal, malicious or fraudulent acts or omissions, gross negligence, or willful misconduct committed by the Purchaser, a Relative, or the Policyholder;
- 2 Malfunctions, failure or damage caused by:
 - a). Misuse or abuse;
 - b). Improper installation, operation or maintenance;

c). Improper connections to peripherals or any third party products, including those that Fujitsu may provide or integrate into the Fujitsu product at your request; d). Use of non-FBTA spare parts;

- e). Service modifications or repair performed by a person not authorized by FBTA;
- f). Mishandle, intentional damage or natural disasters;
- g). Connection to irregular voltage sources;
- h). Other conditions not arising from defects in Product material or workmanship;
- 3 Equipment which:
 - a). Has been abused or damaged;



- b). Has been opened by unauthorized personnel;
- c). Is without valid FBTA serial number sticker;
- 4 Any software programs, whether provided with the product or installed subsequently;
- 5 All media such as diskettes, CD-ROM and other consumables supplied with FBTA Products;
- 6 Preventive maintenance such as conditioning hard disk, data recovery, virus check, hardware diagnostics test and cleaning;
- 7 Non FBTA parts, associated equipment and third party peripherals, memory expansion card, PC cards or accessories;
- 8 Any damage caused by the process of cleaning, servicing, maintenance, adjustment, repair or misuse of the Fujitsu Lifebook;
- 9 Any transfer or assignment of ownership to any third party;
- 10 Hard disk which cannot be unlocked due to the loss of password; and Product purchased outside the Sales Territories of FBTA.
- 11 Any damage caused by earthquake, typhoon, tsunami or flood;
- 12 Any damage to the Fujitsu Lifebook caused by normal wear and tear, manufacturing defects, vermin or insects. Fungi, wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot or bacteria. Whenever fungi wet or dry rot, or bacteria occur, the fungi, wet or dry rot, or bacteria and any resulting loss is always excluded under this Policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, fungi, wet or dry rot, or bacteria;
- 13 Any damage or financial loss suffered by the Purchaser during or after Accidental Damage to the Fujitsu Lifebook;
- 14 Any damage or loss in relation to any product liability for the Fujitsu Lifebook;
- 15 Any damage or loss normally covered under any manufacturer and/ or extended warranty on Fujitsu Lifebook;
- 16 Any damage to the Fujitsu Lifebook caused by any civil or foreign War, invasion, strike, riot, rebellion, civil commotion, Terrorist Act or confiscation by the authorities;



- 17 Any damage to the Fujitsu Lifebook caused by nuclear, biological or chemical exposure;
- 18 The failure of the Fujitsu Lifebook, or a part thereof, caused by electrical or mechanical defect;
- 19 Burglary, Robbery or Theft of the Fujitsu Lifebook and/or mysterious disappearance;
- 20 Any losses or expenses that are not covered under the "What is included in the LIFEBOOK Shield" Section;
- 21 Sales tax, bank transfer charge, shipping and postage costs.

Governing Laws and Jurisdiction

The interpretation of this Terms & Conditions is governed by and subject to the laws of the Hong Kong SAR. The parties herein irrevocably agree to submit to the exclusive jurisdiction of the courts of the Hong Kong SAR.