

PSP.VPLP-SER.EXC.5

Version 1.0

5 years PrimeSupportElite - 12000hrs for laser. Telephone support hours (Mon- Fri 9:00-18:00 CET), advanced replacement unit with all logistics covered by us. Excludes software upgrades. For Laser P PJB projectors.

Jan 2018

This document gives You details of your PrimeSupport Agreement with Us. Please read it carefully. To activate the Support Services you must register your agreement and provide proof of purchase before any services can be provided.

The Agreement

We will provide Support Services to You for the Supported Products as detailed in the Schedule of Services and Standard Terms and Conditions detailed in this document.

Service Period

The Service Period of this Agreement is for 5 year(s) in respect of the unit OR 12000hrs for optical block/laser and starts on the Start Date as defined in the Terms and Conditions, or, in the case of an extension of renewal of the provision of Support Services, starts on the date of payment of the Charges.

Supported Products

This Agreement covers the Supported Products you have purchased as defined in the Terms and Conditions.

Exclusions & limitations

We do not cover option cards, lamps, accessories and consumable items, or provide any cleaning or preventative maintenance services, as these will remain your responsibility unless defined otherwise in the Schedule of Services.

Schedule of Services

Features	Services Provided
PrimeSupport Helpdesk	<p>Helpdesk support services are available Monday to Friday 09:00-18:00 CET (Central European Time), excluding Local National Holidays. Visit http://www.pro.sony.eu/helpdesk to find the contact details.</p> <p>The multilingual team (English, French, German, Italian and Spanish) provide access to product specialists, who are able to advise and act as the first point of contact for Service & Support enquires.</p> <p>Where diagnosis cannot be made by the helpdesk, the issue may be escalated to a senior specialist.</p>
Advanced Replacement	<p>Where the issue cannot be resolved by the Helpdesk, we will arrange to collect the faulty unit and for a replacement unit to be shipped to an agreed address. This is on the condition that you make the faulty unit available for courier collection within five days of our request, otherwise charges may apply.</p> <p>In the event that, at the date of intended exchange, the model of the relevant replacement unit is not available in stock or has been discontinued, we reserve the right to offer one of the alternatives below:</p> <ul style="list-style-type: none"> a) provide revised date for stock availability of replacement unit. b) repair the faulty unit. c) offer a replacement unit of a model of a similar specification.
Logistics Covered	<p>Our repair centre or Engineer will inspect the unit. If We find the unit suffers from accidental damage or no fault is found We may invoice You for the cost of travel/shipment & labour.</p> <p>Units can be collected from and returned to any address within mainland areas of EU countries, Norway and Switzerland. For all other areas, please contact the helpdesk for further assistance.</p> <p>Regardless of repair route chosen by the helpdesk, all parts and labour costs will be covered under this agreement subject to the standard terms and conditions. Some geographical locations outside the EU, may cause delays, which will result in a longer resolution time.</p>
Software	<p>Upgrades and Updates are not provided as standard, unless the product requires a version upgrade or minor update to fix the issue. Also remote diagnosis and monitoring is not provided as standard.</p>

This Schedule of Services incorporates the Sony Standard Terms & Conditions for the provision of PrimeSupport as described below and published on the website. Please ensure that you read these Terms and Conditions, as your registration for PrimeSupport constitutes acceptance of the Sony Standard Terms and Conditions for the provision of PrimeSupport and the contents of this Schedule of Services.

For any questions or clarifications please email primesupport@eu.sony.com

Definitions

In this Agreement unless expressly otherwise stated the following expressions shall have the following meanings:

“Additional Charges” means any charges payable by You under the terms of this Agreement, which do not form part of the Charges (e.g. charges applying under the Schedule of Services for the late return of a loan unit, where applicable);

“Agreement” means these Standard Terms & Conditions, the Schedule of Services and any other terms specifically accepted by Us in writing;

“Charges” means any charge payable by You for the provision of the Support Services as detailed on the Invoice or the Schedule of Services, plus all relevant taxes and duties at the applicable rate;

“Dealer” has the meaning given in section (i) of the definition of You.

“End Date” means the earlier of the date of expiry of the Service Period or termination under clause 10;

“Invoice” means the invoice issued to You for the Supported Products purchased;

“Maintenance Release” Correction of minor limitation of software which is of relatively small inconvenience to You and does not prevent You from using the Supported Products

“Minor Feature Update” Improvement to operation or performance of software that gives limited additional functionality.

“Major Feature Upgrade” Substantial change to software resulting in a major enhancement of the product specification (performance, features and operation).

“Nominated Contact” means the representative named by You as your

contact upon Registration or as subsequently notified by You to Us from time to time;

“Registration” means You providing to Us, the details required to provide the Support Services to You, the process for the provision of the details by You to Us will be set out in the information provided to You;

“Schedule of Services” means the Schedule of Services applicable to the Supported Products as supplied to You by Us, or accessed by You via the Website using the details of the model code of the Supported Products;

“Service Period” means the period stated in the Schedule of Services;

“Start Date” means the date of the initial purchase of the Supported Products by the end-user customer;

“Supported Products” means the products either as detailed in the Schedule of Services or as detailed by You at the time of Registration

“Support Services” means the services as detailed in the Schedule of Services

“Upgrades” means Maintenance Releases, Minor Feature Updates and Major Feature Upgrades;

“We/Us” means Sony Europe Limited or any local branch of Sony Europe named on the Invoice;

“Website” means the website operated by Us at www.pro.sony.eu/primesupport or such other website address as We notify to You from time to time;

“Working Day” means either 0900 to 1800 Central European Time (CET) each Monday to Friday inclusive excluding local National and Public Holidays, or as otherwise defined in the Schedule of Services;

“You”

in the event that the Schedule of Services provides that these terms and conditions apply to a Dealer Agreement,

“You” means the dealer who has purchased the Supported Products from Us and who has completed Registration of the Supported Products (“a Dealer”);

or

in all events not covered by (i) the person (acting in the course of a business) with a right of possession of the Supported Products whose details have been provided on Registration of the Supported Products.

2. Charges

2.1 In consideration of the payment of the Charges (where applicable), or where no Charges are payable, in consideration of your completion of Registration, We shall provide the Support Services in respect of the Supported Products.

2.2 Where Charges are applicable the terms of payment of the Charges will be as detailed on the Invoice or the Schedule of Services.

2.3 Any Additional Charges shall be payable by You within 30 days of the date of the relevant invoice.

2.4 If any sum payable to Us under this Agreement is not paid within 7 days of the due date then (without prejudice to our other rights and remedies) We reserve the right to charge interest on such sum on a day to day basis from the due date of payment until the date of actual payment (both dates inclusive) at a rate of the lesser of 8% or the maximum default interest rate permitted by local law.

3. Agreement, Registration and the Service Period

3.1 This Agreement and the provision of Support Services only apply if You are receiving the Support Services in the course of a business.

3.2 In order for the Support Services to be delivered Registration must be completed. For the avoidance of doubt, this Agreement is therefore not binding on either party until Registration has

been completed.

3.3 We will treat Registration by You as your agreement to the provision of the Support Services on the terms of this Agreement and confirmation that You are receiving the Support Services in the course of a business and are not acting as a consumer

3.4 The Service Period shall begin on the Start Date and shall continue for the Service Period, unless this Agreement is ended earlier as set out in clause 10 below.

3.5 In the event You are a Dealer:

3.5.1 You are solely responsible for any obligations and liabilities arising in respect of any support contract agreed between You and the end-user customer of the Supported Products. You must ensure that this is made clear to the end-user customer in any communications You have with them (whether verbally or in writing).

3.5.2 Any services you provide to the end-user customer of the Supported Services are not provided by You on behalf of Sony, and therefore You must not either directly or by implication hold yourself out as providing services on behalf of Us.

3.6 Any person who is not a party to this Agreement may not enforce any of the terms of this Agreement (excepted to the extent that cannot be excluded under the applicable law.)

4. Support Services Provided

During the continuance of this Agreement We shall provide You with the following services: -

4.1 Maintenance Services

4.1.1 Subject to the exclusions detailed in clause 5 below, We will provide You with the Support Services.

4.1.2 In the event that You require any services in respect of the Supported Products in addition to the Support Services, these will be provided at our discretion on terms to be agreed in writing between You and Us from time to time.

4.2 Version Upgrades and Variations

(where applicable under the Schedule of Services or otherwise referenced on the Website as applicable to the model number of your Supported Products)

4.2.1 Where provided for in the Schedule of Services or otherwise referenced on the Website as applicable to the model number of your Supported Products, We may from time to time notify provide you with Maintenance Releases, Minor Feature Updates and Major Feature Upgrades developed at our cost.

4.2.2 Copyright and all other intellectual property rights of whatever nature in any Upgrades and all corrected versions thereof or enhancements belong to Us, and any Upgrades provided to You will be licensed to You under terms the provided to You with such Upgrades.

5 Exclusions

The following exclusions apply to the provision of the Support Services:

5.1 Unless stated otherwise in the Schedule of Services or otherwise referenced on the Website as applicable to the model number of your Supported Products, Support Services specifically excludes any repair or replacement of consumable supplies, accessories or media such as, but not limited to, batteries, hard discs, pens, paper, printer ribbons, toner, video heads, thermal heads remote controls, cables, and lamps;

5.2 Support Services will not be provided by Us in respect of damage to or malfunction of the Supported Products, which in our reasonable opinion results from any of the following operating conditions: abuse; improper use; negligence; accident; unofficial modification; failure of the user to follow the operating procedure detailed in the operating manual; failure to follow recommended cleaning schedules or procedures; attempted repair by non-qualified personnel; operating the Supported Products outside of published environmental and electrical specifications; wear and tear.

5.3 Support Services will not be provided

by Us in the event that You permit or authorise anyone other than Us to provide services which are equivalent to the Support Services, in respect of the Supported Products.

5.4 We shall not be responsible for the maintenance, accuracy or good running of the Supported Products where You have not installed any software supplied as part of the Supported Products and/or any Upgrades supplied by Us to You under the terms of this Agreement;

5.5 Any additional exclusions as listed in the Schedule of Services or otherwise referenced on the Website as applicable to the model number of your Supported Products.

6. Your Obligations

During the time that this Agreement is in force You shall:

6.1 Ensure that neither You, or in the event that You are Dealer any end-user of the Supported Products copies, alters or modifies the Supported Products in any way whatever;

6.2 Where We attend your premises in order to perform the Support Services, make available to Us all facilities and services reasonably required by Us to enable Us to perform the Support Services, including providing such telecommunications facilities as are reasonably required by Us for testing and diagnostic purposes;

6.3 Ensure the health and safety of our personnel, agents and subcontractors whilst on your premises and in the event that you are a Dealer those of the end-user of the Supported Products.

6.4 If you are a Dealer you must undertake all of the initial fault diagnostics as detailed in the Schedule of Services and any Notes and Special Conditions prior to contacting us for Telephone Support

6.5 If you are a Dealer in order to enable Us to ensure compliance with the terms of this Agreement, and in particular to confirm that the Agreement is only used in conjunction with the Supported Products, You must maintain full and

complete records of all support undertaken by You to the end-user of the Supported Product. At any time on our reasonable request, You must make available to Us such records for the purpose of Us auditing your compliance with the terms of this Agreement

7. Subcontracting the Support Services
We may subcontract all or part of the Support Services to any third party who, in our reasonable opinion is suitably qualified to provide them.

8. Matters Beyond our Reasonable Control

We will meet our responsibilities under this Agreement unless We are prevented or delayed from doing so because of circumstances outside of our reasonable control.

9 Limitation of Liability

9.1 We will not be responsible to You:

9.1.1 For any loss of profits, revenue, business or anticipated savings;

9.1.2 For any loss or damage, which is not reasonably foreseeable as a breach by us of any term of this Agreement;

9.1.3 For any costs arising from harm to, disruption or corruption of data.

9.2 Except for liability for death or personal injury caused by our negligence, our total liability to you arising out of this Agreement shall be limited to the value of the supported products.

9.3. All the limitations set out on this clause 9 apply only as far as the law permits and nothing in this Agreement excludes or limits liability for: death or personal injury caused by our negligence; or for fraudulent misrepresentation.

9.4 When this Agreement ends this clause 9 shall continue in full force and effect.

10. Ending this Agreement

We may end this Agreement immediately if:

10.1 You do not pay any charges due to Us after We have given You 30 days written notice that such charges are outstanding; or

10.2 You are in breach of your commitments under this Agreement and the breach is not capable of being remedied; or

10.3 You are in in breach of your commitments under this Agreement and the breach is capable of being remedied but has not been remedied by You within 30 days of receiving written notice from Us notifying You of the breach and the steps You must take to remedy it; or

10.4 Any information You give Us is false or misleading; or

10.5 You are subject to any bankruptcy or insolvency proceedings or if We have reason to believe that You are unable to pay your debts.

10.6 If You are a Dealer We may end this Agreement on 30 days' written notice if you return to Us an unreasonable number (in our reasonable opinion) of Supported Products, which on Sony's inspection are found not be faulty.

11. Notices

Any notices given under this Agreement must be in writing. In your case they shall be sent to your Nominated Contact, and our case to our address detailed in the Schedule of Services, or any other address that We notify You of from time to time. Notice may be delivered by email, fax, by hand or by first class prepaid letter.

12. Entire Agreement and Variation

12.1 It is our intention that everything You agree with Us in respect of the supply of the Support Services is contained in this Agreement, the Schedule of Services, or otherwise referenced on the Website and any brochures and specifications provided to You by us.

12.2 We may amend any of the terms and conditions of this Agreement by giving not less than 30 days written to You (or by publishing a notice on the Website) if and when necessary or appropriate to do so in order:

12.2.1 To comply with any legal, fiscal or regulatory requirements; or

12.2.2 To rectify errors, omissions, inaccuracies or ambiguities; or

12.2.3 To reflect alterations in the scope and nature of the services that we are able to provide to You in accordance with our capabilities and routines and having regard to market practice and overall customer demand; or

12.2.4 To take into account any corporate reorganisation within the group of companies of which we are part.

12.3 No other changes to this Agreement apart from those listed in Clause 12.2 above will be effective unless the changes have been made in writing and signed by authorised representatives on behalf of both You and Us.

13. Waiver

If either party does not enforce any right, which it may have under the terms of this Agreement, this shall not prevent it from enforcing that right or any other rights under this Agreement in the future.

14 Severability

14.1 Each section of this Agreement operates separately. If any section is

disallowed or is not effective, the other sections will continue to apply.

15. Governing Law and Statutory Rights

15.1 This Agreement shall be governed by and construed in accordance with English Law.

15.2 The contents of this Agreement shall not affect any mandatory statutory rights, which You may have under any applicable consumer protection laws.

15.3 This Agreement shall apply in the English language. Any translation that may be provided is only for information purposes and the accuracy of such translations should not be relied upon. If there is any conflict in the meaning between the English language version of this Agreement and any translation of this Agreement, in any other language, the English language version shall prevail.