

BASIC WARRANTY B2B – TERMS AND CONDITIONS

Samsung Electronics Nordic AB

Applicable to Products purchased by the Original Customer after 17 November 2015 (v2.2)

1. GENERAL

- 1.1 These “Basic Warranty B2B - Terms and Conditions” (the “**Basic Warranty Terms**”) apply to Samsung products listed in the table in clause 2.2 below as amended from time to time (“**Products**”) supplied by Samsung Electronics Nordic AB (“**Samsung Nordic**”) directly, or via one or more resellers, to an end customer which is a legal entity acquiring ownership of the Product for its own use and not for the purposes of commercial resale (the “**Customer**”). Customers who rent or lease a Product must contact the rental or leasing company to determine the applicability of this Basic Warranty.
- 1.2 The Basic Warranty is provided by Samsung Nordic for the benefit of Customer. Samsung Nordic’s obligations under these Basic Warranty Terms are towards Customer only and a third party may not enforce the provisions hereof vis-à-vis Samsung Nordic. Customer may, however, assign the Basic Warranty and these Basic Warranty Terms to any other legal entity that acquires the Product from the Customer for its own use and not for the purposes of commercial resale. For the avoidance of doubt, a legal entity to which the Basic Warranty and these Basic Warranty Terms are assigned shall never acquire a better right hereunder than the original/first Customer (the “**Original Customer**”) purchasing the *new* Product from a reseller.
- 1.3 Samsung Nordic will repair, replace or credit Defective Products according to the Basic Warranty in accordance with these Basic Warranty Terms. The Basic Warranty is provided to Customer at no cost during the Basic Warranty Period.
- 1.4 This Basic Warranty is provided separately and independently by Samsung Nordic and is in addition to any applicable international, regional or other warranty that may be provided in writing by Samsung Electronics Co., Ltd (or any of its affiliated companies other than Samsung Nordic).
- 1.5 No reseller/seller is authorised to modify these Basic Warranty Terms. Each reseller/seller is solely responsible for any misrepresentation of Samsung Nordic warranties, and for any supplementary and other warranties or other commitments offered by the reseller/seller. Samsung Nordic will not honour any such reseller/seller warranties or commitments.

2. BASIC WARRANTY AND BASIC WARRANTY PERIOD

- 2.1 Subject to these Basic Warranty Terms, for the benefit of Customer, Samsung Nordic hereby warrants that the Product will be free from defects in material and workmanship (the “**Basic Warranty**”). A defect in material or workmanship is referred to herein as a “**Defect**” and a Product with a Defect is referred to as “**Defective**”. Samsung Nordic, however, does not warrant that the Products will operate uninterrupted or error free.
- 2.2 The Basic Warranty validity period for each type of Product (the “**Basic Warranty Period**”) is set out in the table below. The Basic Warranty Period for an individual Product is calculated:
 - (i) from the date of the Original Customer’s purchase of the Product from a reseller as evidenced by the proof of purchase provided by Customer (e.g. receipt or invoice) indicating the date of purchase and the serial number (however and only in respect to air conditioners, if the Original Customer’s purchase of the Product has taken place after more than 6 months (as evidenced by proof of purchase) following the Product’s manufacturing date, the Basic Warranty Period is calculated from the manufacturing date), or
 - (ii) if Customer is unable to provide a satisfactory proof of purchase of the Original Customer’s purchase of the Product, from the date three months after the manufacturing date of the Product, or
 - (iii) from such later date that Customer can prove through an installation report subject to verification by Samsung.

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PRODUCT	BASIC WARRANTY PERIOD	
IT products		
Printers (excluding maintenance parts)	1 or 3 years depending on model*	
Monitors ≤32"	2 or 3 years depending on model*	
Monitors >32": LFD Public Display	3 years	
LFD Surface	3 years	
Set Back Boxes (SBB)	3 years	
Hospitality display products	2 years	
SSD products	3 or 5 years depending on model*	
Memory cards	5 or 10 years depending on model*	
ODD products	1 year	
Printer options (excluding maintenance parts)	1 year	
Telecom products		
Hand-held phones (HHP)	2 years	
Tablets	2 years	
Wearables	2 years	
AV products		
TVs	2 years **	
Set top boxes	1 year	
Digital still cameras	2 years	
Other audio/video products	1 year	
White goods products		
Commercial microwave ovens (microwave ovens with a model code starting with "CM")	No warranty provided	
All other white goods products except for the air conditioners set out below	2 years	
Air conditioners:***	<i>Standard parts</i>	<i>Compressor(s)</i>
NRAC (Nordic Room Air Conditioner Split Type AC)	5 years	5 years
EHS (ECO Heating System)	5 years	5 years
RAC (Room Air Conditioner)	2 years	2 years
FJM (Free Joint Multi Air Conditioner Multi Split Type AC)	2 years	2 years
CAC (Commercial Air Conditioner) Single & Multi Split Type AC	2 years	2 years
DVM (Digital Versatile Multi VRF Type Air Conditioner)	2 years	2 years
ERV (Energy Recovery Ventilation)	2 years	2 years
ACC (Accessories & Control Systems)	Same period as for Standard parts of the relevant air conditioner	
Samsung accessories		
Accessories included in the product	Same as product	
Accessories sold separately	1 year	
Samsung consumables (included in product or sold separately)		
Batteries for hand-held phones and tablets	1 year when included in product and when sold separately	
Other batteries	6 months	
Refrigerator water filter	No warranty provided	
Vacuum cleaner bag	No warranty provided	
Vacuum Cleaner HEPA Filter	No warranty provided	
Printer toner cartridge	6 months from Original Purchase Date or, if earlier, when more than 60%, calculated based on ISO/IEC 19752, of the toner has been consumed (mechanical or electrical failure only)	
Printer imaging units	6 months from Original Purchase Date or, if earlier, when more than 60%, calculated based on ISO/IEC 19752, of the imaging unit has been consumed (mechanical or electrical failure only)	

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Printer imaging belts	6 months from Original Purchase Date or, if earlier, the maximum number of pages (Life Page Count) according to the product manual has been printed
Printer waste toner box	No warranty provided
Other printer supplies	6 months from Original Purchase Date or, if earlier, the maximum number of pages (Life Page Count) according to the product manual has been printed
<p><i>* See each Product model's technical specification at samsung.com/dk, samsung.com/fi, samsung.com/no and samsung.com/se.</i></p> <p><i>** 5 years for certain earlier product models (see each product model's technical specification at samsung.com/dk, samsung.com/fi, samsung.com/no and samsung.com/se).</i></p> <p><i>*** The air conditioner warranty does not include costs for transport, removal or installation of the product/part (to the extent such exclusion is permitted by mandatory law).</i></p>	

- 2.3 As further set out in the “Warranty claim and service procedure” in clause 6 below, Samsung Nordic will repair, replace or credit a Defective Product, provided that Samsung Nordic determines at its own discretion whether a Defective Product shall be repaired, replaced or credited. This represents Customer’s sole and exclusive remedy in case of Defective Products. Crediting of a Defective Product is made to Customer directly and shall be calculated as the price, excluding VAT, paid by the Customer for the Product provided, however, that (a) reasonable account shall be taken to the value of the use/benefit of the Defective Product between the time of the Original Customer’s purchase of the Product and the crediting, and (b) the credit amount shall never exceed the fair market value of the Product.
- 2.4 Repair parts to a Defective Product will be furnished, and replacement of a Defective Product will be made, on an exchange basis and will be either new or refurbished to be functionally equivalent to new. Replacement of a Defective Product will be made by an identical model or, if such model is not available to Samsung Nordic, with a similar model. Any repair or replacement will not extend the original Basic Warranty Period, and the Basic Warranty in respect of a repaired or replaced item shall only be valid for the remainder of the original Basic Warranty Period for the repaired/replaced Product. All original items replaced in the performance of services shall become the property of Samsung Nordic and the replacing parts shall become the property of Customer.

3. CUSTOMER’S OBLIGATIONS

- 3.1 Customer agrees to follow the “Warranty claim and service procedure” in clause 6 below. Customer agrees to accept Samsung Nordic’s assessment of whether a Product is considered Defective or not under these Basic Warranty Terms.

4. ADDITIONAL WARRANTIES

- 4.1 In addition to the Basic Warranty, Samsung Nordic may from time to time at its sole discretion offer additional Product warranties such as component warranties and time extensions and upgrades of the Basic Warranty (jointly referred to as “**Additional Warranties**”). Additional Warranties are subject to their own terms and conditions and are available only for specific Product types or models as stated by Samsung Nordic from time to time. For the avoidance of doubt, most Additional Warranties must be separately ordered and paid for by Customer from Samsung Nordic (or, if applicable, from designated Samsung Nordic partners).

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5. WARRANTY EXCLUSIONS

- 5.1 To be valid, all claims under the Basic Warranty shall be made without undue delay from the appearance of the Defect and in accordance with the “Warranty claim and service procedure” in clause 6 below. Further, Defects reported to Samsung Nordic outside the Basic Warranty Period are excluded from the Basic Warranty.
- 5.2 The Basic Warranty is invalidated if the Product’s original serial number has been removed, altered or defaced.
- 5.3 The Basic Warranty does *not* cover software included in the Product which is not owned by Samsung Nordic or Samsung Electronics Co., Ltd (or any of its affiliated companies) – including, but not limited to, third party operating systems, utilities, applications and other programs included in the Product or distributed by Samsung Nordic as part of the Product.
- 5.4 A Product shall not be considered Defective if:
- (i) it is not interoperable or compatible with any third party software or hardware, network, accessories, media, systems, consumables, external wiring or connectors or any other such items not supplied and authorised by Samsung Nordic, unless Samsung Nordic has explicitly authorised and supported such interoperability or compatibility to Customer in writing; or
 - (ii) it may require adaptation to conform to national or local technical or safety standards and/or network settings in force in any country other than the one for which the Product was originally designed and manufactured.
- 5.5 Samsung Nordic’s responsibility to repair, replace or credit Defective Products under the Basic Warranty does not cover Defects caused by the following:
- (i) accidents, abuse, neglect, mechanical damage (e.g. shock, scratches, pressure or break points), failure or variations in the electrical power supply or circuits, electrostatic discharge;
 - (ii) transportation, removal or installation of the Product;
 - (iii) failure to carry out cleaning/care and periodic (preventive) check-ups/maintenance in accordance with the user manual, or failure to replace parts due to normal wear and tear;
 - (iv) installation, use or maintenance contrary to the instructions/information in the installation guidelines, user manual, technical specification and equivalent documentation;
 - (v) abnormal use of the Product, i.e. use in excess of any usage limitations set forth in the user manual (this includes, but is not limited to, commercial use of Products which are clearly not intended for commercial use);
 - (vi) site conditions that do not conform to operating conditions according to the installation guidelines, user manual, technical specification and equivalent documentation;
 - (vii) actual or attempted repair, tampering, adjustment or modification by anyone other than a Samsung, or Samsung Electronics, Authorised Service Centre (“ASC”);
 - (viii) use of non-original replacement parts or consumables not manufactured, sold or approved by Samsung;
 - (ix) use of, or connection of a Product to, any third party software or hardware, network, accessories, media, systems, consumables, external wiring or connectors or any other such items not supplied and authorised by Samsung;
 - (x) virus infection;
 - (xi) fire, flood/water, lightning or other acts of nature;
 - (xii) consumables which have been consumed (e.g. toners);
 - (xiii) staples, paper clips, exposure to chemicals or solvents such as glue or chemically treated paper or other media, or use of inappropriate chemical cleaning agents not approved by Samsung;
 - (xiv) burn-in effects such as image retention and image sticking; and/or

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- (xv) pixel errors, or other panel defects, below the levels set forth in ISO 13406-02 (as amended or replaced from time to time).
- 5.6 The Product is not considered to be defective in materials nor workmanship by reason that it requires modification in order to conform to applicable national or local technical or safety standards and/or network settings, beyond Samsung's control, in force in any country other than the one for which the Product was originally designed and manufactured as indicated on the Product, the original packaging and/or the original Product manual. This Basic Warranty will not cover, and no reimbursement will be provided for, such modification, nor any damage which may arise as a result.
- 5.7 Samsung Nordic does not provide any warranty related to fitness of the Product for any particular purpose. In particular, the Products are not intended to be used in applications or environments requiring unconditional and uninterrupted reliability in order to safeguard the security of people or tangible or intangible property (“**High-Risk Activities**”). High-Risk Activities include, but is not limited to, nuclear related activities, mass transportation or air transportation navigation/communication, life-sustaining equipment, nuclear related activities any other equipment or activity in which a defect in the Product could cause death, personal injury or other serious damage. Samsung Nordic expressly disclaims any express and implied warranties relating to a Product's fitness for, and use within, High-Risk Activities.

6. WARRANTY CLAIM AND SERVICE PROCEDURE

- 6.1 Any Basic Warranty claim by Customer shall be handled according to the procedure set out in this clause 6.
- (i) If a Defect occurs in a Product, Customer shall contact Samsung Nordic business support by phone or e-mail (see contact details at samsung.com/dk, samsung.com/fi, samsung.com/no or www.samsung.com/se). Customer shall provide Samsung Nordic with information about the Product's model, product code and serial number as well as any other information reasonably required by Samsung Nordic. Customer shall carry out diagnostics as advised by Samsung Nordic and comply with any reasonable instructions for trouble-shooting and service (this may include making software installations, reinstallations and configurations). Samsung Nordic business support will try to remedy the Defect or advice Customer to send the Product to an ASC according to Samsung Nordic's instructions. Samsung Nordic shall repair, replace or credit a Defective Product, as deemed appropriate by Samsung Nordic. The service types (e.g. carry-in, on-site, pick-up, swap) available from time to time for each Product type is set forth on samsung.com/dk, samsung.com/fi, samsung.com/no and samsung.com/se respectively. Before on-site repair, pick-up or swap of a Defect Product, Customer shall ensure that the Product is (a) unobstructed and accessible to service or transportation personnel without the use of ladders or other apparatus required to service the product, (b) available for service at a maximum height of 2 meters, measured from the floor to the centre of the Product, and (c) removed from external frames, other built-in constructions and similar.

If repair or replacement of the Defective Product is needed, and the Defective Product is to be sent to Samsung Nordic (or a designated ASC), Customer shall be responsible for arranging and paying for the transportation and adequately packaging the Defective Product. Samsung Nordic is responsible for arranging and paying for the return freight to Customer.

- (ii) The ASC will assess the validity of each Basic Warranty claim. Samsung Nordic will thereafter approve or reject the claim. If Samsung Nordic rejects a claim, Customer is not entitled to any warranty service or any reimbursement whatsoever and shall further bear all costs related to Samsung Nordic's (and the ASC's)

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assessment of the claim. Services performed by Samsung Nordic or an ASC in rectifying damage or Defect caused as a result of any conditions not covered by the Basic Warranty may be subject to additional charges for labour, transportation and parts. Re-installation of the original software may be subject to additional charges.

- 6.2 Samsung Nordic's obligations according to these Basic Warranty Terms presuppose that the service is provided by an ASC. It also presupposes that the Product is located in Denmark, Finland, Iceland, Norway or Sweden (the "**Nordic countries**") or, if the Product is located outside the Nordic countries, that Customer ships the Product to and from an ASC in one of the Nordic countries at its own cost and expense (or to and from a local Samsung service centre if so agreed between Samsung Nordic and Customer in writing on a case-by-case basis).

7. MISCELLANEOUS

- 7.1 The remedies stated herein are Customer's sole and exclusive remedy in case of Defective Products. Any and all conditions, warranties and terms implied by statute or otherwise are hereby excluded to the maximum extent permitted by law. Samsung Nordic is not bound to any other terms and conditions than the terms and conditions stated in these Basic Warranty Terms (and any applicable Samsung Nordic terms and conditions for Additional Warranties). Customer shall not be entitled – in relation to Samsung Nordic – to seek to rely on any representation, statement or warranty relating to the Products other than the Basic Warranty stated in these Basic Warranty Terms (and any applicable Additional Warranties). Customer acknowledges that an ASC does not have authority to bind Samsung Nordic in any way.
- 7.2 Samsung Nordic reserves the right to amend these Basic Warranty Terms at any time. Amendments, however, will only apply to Products purchased after the date of the amendments entering into force.
- 7.3 If Samsung Nordic is prevented from or hindered in performing its obligations under these Basic Warranty Terms by reason of any cause beyond Samsung Nordic's control (including without limitation, war, riot, accident, fire, strike, flood or other natural disaster, act of terrorism, general shortage of raw material, import or export restrictions or labour disputes) - or if any ASC, spare part supplier or other sub-contractor is prevented or hindered for such reason - the time for performance shall be extended by a period equal to that during which the cause preventing or hindering the performance exists.
- 7.4 With the exception of damages suffered as a result of Samsung Nordic's gross negligence or wilful misconduct, Samsung Nordic shall not be liable for any consequential, incidental or indirect loss or damage (including but not limited to loss of profit, turnover, business, data or goodwill) arising out of or in connection with the Basic Warranty or these Basic Warranty Terms. The aforementioned shall, however not restrict the applicability on the Basic Warranty and these Basic Warranty Terms of any other and/or additional limitations of Samsung Nordic's liability which may have been agreed between Samsung Nordic and Customer.
- 7.5 Samsung accepts no responsibility for Customer's SIM cards, memory cards, CDs, DVDs or any other storage media or property belonging to the Customer not removed from the Product before return for repair. Customer shall be responsible for backing up and otherwise protecting its data against loss, damage or destruction. Samsung Nordic shall not be liable for loss of any data howsoever caused.
- 7.6 Samsung Nordic may freely assign these Basic Warranty Terms to a company within the global group of companies with Samsung Nordic Electronics Co., Ltd (organized and existing under the laws of the Republic of Korea) as the ultimate parent, including all its subsidiaries, affiliated and related companies.

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- 7.7 If any provision, or part of provision, of these Basic Warranty Terms would be held by a court, arbitration tribunal or authority of competent jurisdiction to be invalid or unenforceable under applicable law, such provision shall be amended, modified or deleted to the extent necessary to comply with applicable law, and the remaining part of these Basic Warranty Terms shall remain in full force and effect.
- 7.8 These Basic Warranty Terms are governed by Swedish law, excluding its conflict of law principles as well as the provisions of the “United Nations Convention of Agreements for the International Sale of Goods” as incorporated by national law.
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