

## TERMS AND CONDITIONS OF SONY CONVENTIONAL GUARANTEE

("SONY Guarantee").

The SONY Guarantee applies to SONY VAIO products, excluding batteries and accessories (the "**Product/s**").

**IMPORTANT:** The SONY Guarantee does not affect any of your statutory rights including your rights exercisable against the seller pursuant to legal guarantee of conformity set forth in Articles 128 and the followings of the Italian Consumer Code (the "**Legal Guarantee**").

Therefore, you are entitled to exercise your rights according to the Legal Guarantee towards your seller and the rights referred to in this SONY Guarantee, towards SONY (\*).

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**IMPORTANT:** Before any in-warranty services provided on the Product and in the event that SONY might have to delete data, you must ensure that you back up the contents of your hard disk drive, including any data you have stored or software you have installed on the hard disk drive. SONY shall not be responsible for any damage to or loss of any programs, data or other information stored on any media or any part of any Product.

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Dear Customer,

Thank you for purchasing your SONY Product. We hope you will be happy using it.

SONY guarantees your SONY Product to be free from defects in materials and workmanship at the date of original purchase for a period of TWO YEARS from such purchase date (the "**Guarantee Period**").

As a consequence, if within the Guarantee Period your Product is determined to be defective (at the date of original purchase) due to improper materials or workmanship, SONY or a member of Sony authorized service network (the "**ASN**") in the European Economic Area, or other countries as listed in the accompanying leaflets included in the packaging of the Product ("**SONY Guarantee Area**"), will, without charge for labour or parts, repair or (at SONY's discretion) replace your Product or its defective parts, with new or refurbished products or parts, subject to the terms and limitations below.

Therefore, in the unlikely event that your Product needs guarantee service, please contact SONY or an ASN member. Details of ASN members in the Italian territory can be found on the website <http://www.sony.it/support/it/repair/asc> or can be requested via SONY's **Customer Service** [see detail below \*\*].

To avoid any unnecessary inconvenience on your part, we recommend that you read the instruction manual and terms and conditions of this SONY Guarantee carefully before seeking guarantee service.

### Terms of SONY Guarantee

- 1 This SONY Guarantee applies to your SONY Product provided that your Product was purchased within the SONY Guarantee Area or San Marino Republic or Vatican City State.
- 2 SONY Guarantee services will be provided only if the original invoice or sales receipt (indicating the date of purchase, model name and dealer's name) is presented with the defective Product within the Guarantee Period. SONY and ASN members may refuse SONY Guarantee service if these documents

are not presented or if they are incomplete or illegible. This SONY Guarantee will not apply if the model name or serial number on the Product has been altered, deleted, removed or made illegible.

- 3 To avoid damage to or loss/erasure of removable data storage media or accessories, you must remove these before submitting your Product for SONY Guarantee service.
- 4 This SONY Guarantee does not cover:
  - a) periodic maintenance and repair or parts replacement due to wear and tear;
  - b) consumables (components that are expected to require periodic replacement during the lifetime of a Product such as batteries).
  - c) damage or defects caused by use, operation or treatment of the Product inconsistent with normal personal or domestic use;
  - d) damage or changes to the Product as a result of misuse, including:
    - i. treatment resulting in physical, cosmetic or surface damage or changes to the Product or damage to liquid crystal displays;
    - ii. failure to install or use the Product for its normal purpose or in accordance with SONY instructions on installation or use;
    - iii. failure to maintain the Product in accordance with SONY instructions on proper maintenance;
    - iv. installation or use of the Product in a manner inconsistent with the technical or safety laws or standards in the country where it is installed or used;
    - v. virus infections or use of the Product with software not provided with the Product or incorrectly installed software;
    - vi. the condition of or defects in systems with which the Product is used or incorporated except other SONY products designed to be used with the product;
    - vii. use of the Product with accessories, peripheral equipment and other products of a type, condition and standard other than prescribed by Sony;
    - viii. repair or attempted repair by persons who are not SONY or ASN members;
  - e) adjustments or adaptations without Sony's prior written consent, including:
    - i. upgrading the Product beyond specifications or features described in the instruction manual, or
    - ii. modifications to the Product to conform it to national or local technical or safety standards in countries other than those for which the Product was specifically designed and manufactured;
    - iii. neglect;
    - iv. accidents, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lighting, other external forces and impacts.
- 5 This SONY Guarantee covers only hardware components of the Product. Therefore it does not cover software (whether of SONY or others) for which an end-user license agreement or separate warranty/guarantee statements or exclusions are provided or intended to apply.
- 6 Faulty Pixels Policy:

The permitted number of defective pixels in flat panel displays that meet the requirements of ISO 13406-2 represents less than 0.0005% of the total. The VAIO Support web site Hot News section (<http://support.vaio.sony.eu/>) includes a "Faulty Pixels Policy" topic which allows you to verify the Faulty Pixels Policy applicable to your VAIO computer.
- 7 This clause 7 is only applicable in certain European countries. Please contact an authorized SONY service/support center for further questions:

in the event you have officially requested the removal of the Microsoft® operating system, all your rights under this SONY Guarantee terms and conditions will no longer apply to your Product and will become void. After the uninstallation of the Microsoft® operating system, SONY shall not assume any responsibility for the proper functioning of any other pre-installed software application in conjunction with operating system other than Microsoft® operating system. In the event of any recall or voluntary recall action concerning a VAIO computer of same Product category as your Product, your Product will no longer be entitled to be subject to any SONY inspection.

- 8 All products and parts replaced become the property of SONY.

### **Exclusions and limitations of the SONY Guarantee**

Except as stated above, SONY makes no warranties (express, implied, statutory or otherwise) regarding Product or accompanying or constituent software quality, performance, accuracy, reliability, fitness for a particular purpose, or otherwise. If this exclusion is not permitted or fully permitted by applicable law, SONY excludes or limits its warranties only to the maximum extent permitted by applicable law. Any warranty that cannot be fully excluded will be limited (as far as permitted by applicable law) to the duration of this SONY Guarantee.

SONY's only obligation under this SONY Guarantee is to repair or replace products subject to these SONY Guarantee terms and conditions. SONY is not liable for any loss or damage relating to Products, service, this SONY Guarantee or otherwise, including - economic or intangible losses - the price paid for the Product - loss of profits, revenue, data, enjoyment or use of the Product or any associated products - indirect, incidental or consequential loss or damage. This applies whether that loss or damage relates to:

- i. impaired or non-operation of the Product or associated products through defects or unavailability while with SONY or an ASN member, which caused downtime, loss of user time or business interruption;
- ii. inaccuracy of output from the Product or associated products;
- iii. damage to or loss of software programs or removable data storage media, or
- iv. virus infections and other causes.

This applies to loss and damages under any legal theory, including negligence and other torts, breach of contract, express or implied warranty, and strict liability (even where SONY or an ASN member has been advised of the possibility of such damages).

Where applicable law prohibits or limits these liability exclusions, SONY excludes or limits its liability only to the maximum extent permitted by applicable law. For example, some countries prohibit the exclusion or limitation of damages resulting from negligence, gross negligence, willful misconduct, deceit and similar acts. SONY's liability under this SONY Guarantee will in no case exceed the price paid for the product, but if applicable law permits only higher liability limitations, the higher limitations apply.

### **Prevalence of this Sony Guarantee**

This updated Sony Guarantee supersedes any previous SONY paper printed guarantee included in the packaging of your Product.

### **(\*) Further information on Sony**

The company that provides and will honor this Guarantee is:

Sony Europe Limited

Registered with registrar of companies for England and Wales under number 02422874

and with registered office address at The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, UK. - VAT  
no. GB636110080

The Local Contact is:

SONY Europe Limited - Italian Branch

Via G. Galilei n. 40

20092 Cinisello Balsamo (Milan)

ITALY

Registered with registrar of companies for Milan under number: 07325570963

VAT Number and Tax Code: 07325570963

Website: <http://www.sony.it>

**[\*\*]** The telephone number of Customer Service is: 02 696.82.104