

Fujitsu Reliability Promise UK & Ireland

At Fujitsu we develop our products to meet the highest standards in both quality and technology. We are so sure of the excellence of our VFY PRIMERGY servers that we have created our Reliability Promise: should a hardware defect covered by the Fujitsu Standard Warranty for your VFY PRIMERGY server base SKU occur within one year of purchase we are offering our customers a repair and a refund valued at the RRP of the VFY PRIMERGY base SKU*. (Note - HDD / SSD drives will not be included within the reliability promise and will be managed under standard warranty).

Fujitsu Reliability Promise Terms and Conditions

PROMOTION OVERVIEW

This promotion is available on purchases of the VFY PRIMERGY Servers only VFY:RX server, VFY:TX Server, refund will be on the base SKU and will exclude HDD/SSD drives. Purchases must be made between 1st February 2022 and 31st March 2024 from a Fujitsu distributor in the UK&I and be within the first 12 months from the date of purchase. Fujitsu reserves the right to end this promotion at any time and without prior notice. In order to take part in this promotion, you need to register your VFY PRIMERGY Server as described below. This promotion does not affect your statutory rights and is only valid for the VFY PRIMERGY Server for which it is registered. Please note you must retain your original proof of purchase of the VFY PRIMERGY Server as you will need this in the event of a claim under this promotion. For any and all queries relating to this promotion please email contact@fujitsu-promotions.com.

REGISTRATION PROCESS

In order to qualify for this promotion, you have to register your VFY PRIMERGY Server at the following website within twenty eight (28) days from the date of purchase of the Eligible Model. Your date of invoice is counted as day one (1). The registration form can be found at: <https://www.fujitsu-promotions.com/reliability>

Registrations must be made by the purchaser of the VFY PRIMERGY Server on behalf of the end user with a copy of the invoice from the reseller to the end user itemising the 'VFY base SKU' value.

Following registration of your VFY PRIMERGY Server you will be provided with a registration confirmation email containing a unique reference number which you will need to retain as you will need this in the event of a claim under this promotion. If you do not receive this email within two working days please email contact@fujitsu-promotions.com.

CLAIM PROCESS

Provided that you have registered your VFY PRIMERGY Server in accordance with the section "Registration" above, if a Hardware Defect (defined below) occurs within one year of purchase, please take the following steps:

1. Contact the Fujitsu Server Warranty Support Centre on 08702 434399 to find out how to get your VFY PRIMERGY Server diagnosed and how you can subsequently get the VFY PRIMERGY Server repaired.
2. In the case that a Hardware Defect is detected, your VFY PRIMERGY Server will be repaired under the conditions of the Fujitsu Warranty.
3. Within fourteen (14) days of your VFY PRIMERGY Server being repaired ("the claim period"), you must fill out the online form provided at the webpage below and submit it including the following information:
 - o The serial number of the registered VFY PRIMERGY Server
 - o Your Reliability Promise reference number (emailed to you when after registration)
 - o Warranty Call Number (this will be used to ascertain proof of repair under the conditions of your warranty)
 - o Purchase price of VFY PRIMERGY

Should you provide the required information and raise your claim later than within fourteen (14) days after your VFY PRIMERGY Server has been repaired, then Fujitsu will reject your refund claim.

You will find the online claim form at: <https://www.fujitsu-promotions.com/reliability/claim.html>

1. Once your claim has been verified and provided that your application complies with these promotion terms, then you will receive the refund of the RRP of the VFY PRIMERGY base SKU as of the date of purchase for your VFY PRIMERGY Server. This will usually be within six (6) weeks of receipt of all required documents and authorisation of the claim. Fujitsu will not refund/compensate any VAT/ tax consequences that may arise for the purchaser due to the refund of the purchase price and is not obliged to issue VAT/tax invoices or credit notes in the framework of the refund of the purchase price.

Reseller agreed that Fujitsu will pay the end user directly on behalf of the Reseller.

EXCLUSIONS FROM THIS PROMOTION

This promotion only applies to VFY PRIMERGY Server which develop a Hardware Defect and are repaired under Fujitsu Warranty. Defects that are caused by improper use are excluded from the Fujitsu Warranty. Proper operation is understood to be the operation of the product under the conditions described in the operating manual or documentation of the product. Full details of Fujitsu Warranty Services can be viewed at: <http://support.ts.fujitsu.com/warranty/Index.asp?LNG=COM>

The following defects are not covered by the promotion:

- HDD / SDD drives will not be included within the reliability promise and will be managed under standard warranty minor defects or deviations from the product specifications, that are immaterial or negligible with regards to the value or the functioning of the product providing and installing upgrades/updates of BIOS, drivers or software
- Resetting security functions, deleting passwords, etc. backup or restoring customer-specific data or software reinstalling non executable software/operating systems (e.g. deleting system relevant files, faulty system settings or self-reproducing computer programs such as computer viruses)
- The uninterrupted or fault free functioning of integrated installed or supplied software, nor the quality, performance, merchantability or fitness of such software or any accompanying documentation for any particular purpose, even if it was delivered with a Fujitsu product.

Neither does the warranty cover diagnosis nor the remedying of defects caused through; improper use or improper maintenance of the device by the customer or third parties (e.g. breakage, mechanical or casing damages, defective cables or plugs); improper actions include operations that are not compatible with the instructions contained in the product manual; By force majeure (lightning, floods, war, etc.); By dirt or contamination (mouse, magnetic tape drive, etc.); By extraordinary environmental influences (excess voltage, magnetic fields, etc.) or by other circumstances of which Fujitsu is not responsible.

Warranty claims expire upon:

- Equipment or use of Fujitsu products with spare parts, components and/or peripherals not certified for the respective use by Fujitsu,
- if services/repairs or other modifications to the product have been carried out by persons not authorised by Fujitsu, unless the customer proves that any defects occurring thereafter were neither caused by nor arose as a consequence of such events.

This promotion is applicable to the VFY PRIMERGY Server VFY:RX PRIMERGY server, VFY:TX PRIMERGY Server, only and limited to one (1) claim per person / company. It does not apply to any accessories, peripherals, software, options or other applications purchased with or for the VFY PRIMERGY Server replaced or repaired under this promotion. Self-repairs will not qualify under this promotion. Refurbished, reconditioned, auctioned and leased VFY PRIMERGY Server which are subject to hire purchase arrangements do not qualify for this promotion. This promotion does not apply to VFY PRIMERGY Server which are or have been the subject of a product recall or which are or have been the subject of an epidemic fault as determined solely by Fujitsu. This promotion cannot be used in combination with other Fujitsu campaigns. This promotion is not open to employees of Fujitsu or Fujitsu distributors, resellers, e-sellers, retailers or any third party suppliers of Fujitsu products, their employees, families or anyone connected professionally with this promotion.

DISCLAIMER

1. Fujitsu shall be entitled to modify these promotion terms at any time. Entry in the promotion implies acceptance of these rules.
2. You are responsible for registering your VFY PRIMERGY Server properly as laid out in these Terms within twenty eight (28) days from purchase. In order to make a valid refund claim, you must provide all the necessary information as stated above within fourteen (14) days to Fujitsu. Fujitsu does not accept any responsibility should the conditions not be adhered to by you.
3. Fujitsu does not accept responsibility for any claims lost, late, or delayed or damages for any delays resulting from any failure to follow the registration / claim process as set out in these promotion terms.
4. You will not be eligible to participate in this promotion if you do not have access to a valid email address.
5. By entering this promotion, you give your consent to Fujitsu using your personal information to administer the promotion, disclosing your personal information to organisations that assist Fujitsu with administering the promotion and to third parties as required by law (including authorities that regulate the promotion). Please consult our Privacy Policy contained on the Fujitsu website for more information.
6. Fujitsu does not warrant that your use of or access to the registration site or the online claim form will be uninterrupted by error or virus nor shall it or its licensors have any liability for damage caused by hostile software which may affect or infect your computer equipment or property as a result of your use browsing this site.
7. Fujitsu reserves the right to withhold the payment if there is a cause to believe a refund is requested otherwise than in accordance with these Terms and Conditions.
8. Fujitsu reserves the right to refuse claims if at any stage you have not fully complied with these promotion terms or if a claim is not submitted strictly in accordance with these promotion terms or if the VFY PRIMERGY Server has been deliberately damaged.
9. Fujitsu does not cover costs for registering and submitting claim documents.
10. Should the refund be issued by a cheque, it is your responsibility to bank any cheques within the correct time frames. Replacement cheques will not be sent out.
11. To the maximum extent permitted by applicable law, in no event will Fujitsu be liable for any losses or direct or indirect damages, loss of business profits, lost savings or special, incidental, exemplary or consequential damages whether for breach of warranty, contract, strict liability, tort or otherwise arising out of or in connection with this promotion.
12. Subject to paragraph 11 above, Fujitsu's total aggregate liability to entrants in this promotion shall not exceed the value of the VFY PRIMERGY Server.
13. Fujitsu shall not be liable for any failure to fulfil this offer where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of God, supervening legislation, or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.
14. Failure by Fujitsu to enforce any provision of these promotion terms in whole or in part will not constitute a waiver, or affect Fujitsu's right to require the future performance in full thereof, nor shall Fujitsu's waiver of any breach of any provision of these promotion terms constitute a waiver of any subsequent breach or nullify the effectiveness of any such provision.
15. If any provision of these promotion terms is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the other provisions of these promotion terms will not be affected and will remain in full force and effect.

VALIDITY

If one of the clauses of these terms and conditions is deemed invalid, ineffective or unenforceable, in whole or in part, or loses its legal validity later, the validity of the other clauses shall not be affected. The clause declared invalid, ineffective or unenforceable will be replaced by the disposition closest to that clause.

PROMOTER

The promoter of the campaign is:

Fujitsu Services Limited

Registered office: Lovelace Road, Bracknell, Berkshire, RG12 8SN

These terms and conditions shall be governed by and constructed in accordance with local law.

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