

LED ON-SITE SERVICE – B2B TERMS AND CONDITIONS

1. GENERAL

- 1.1 These “LED On-site Service - Terms and Conditions” (the “**LED On-site Service Terms**”) apply to Samsung Smart LED Signage products (“**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 the Product for its own use and not for the purposes of commercial resale (the “**Customer**”). The LED On-site Services are only available for Customers in Sweden, Norway, Finland and Denmark, excluding Iceland, Greenland, Faroe Islands and Svalbard (the “**Territory**”)

In these LED On-site Service Terms the following terms shall have the following meanings:

ASC	Samsung Authorized Service Center, a third party service company		
B2B Support team	Sweden	+46 771-72 67 86	b2b.se@samsungsupport.net
	Denmark	+45 70 70 19 70	b2b.dk@samsungsupport.net
	Norway	+47 21 62 90 99	b2b.no@samsungsupport.net
	Finland	+358 030 62 27 515	b2b.se@samsungsupport.net
Defect	Shall mean a defect in a Samsung Product as defined in the National Warranty (and the term “Defective” shall be interpreted accordingly).		
LED On-site Service Terms	Shall mean the supplementary service of the Samsung Product as detailed herein. For the avoidance of doubt, LED On-site Service Terms is not valid for Samsung Products which are (re)sold to consumers.		
National Warranty	Shall mean the “Basic Warranty B2B” offered by Samsung to Customers for Products.		
Purchase Certificate	Certificate handed to the Customer upon purchase of the LED On-site Service.		
Spare Part	LED Cabinets/Modules provided by Samsung or Samsung reseller to the Customer upon purchase of the Product.		
Warranty Period	Shall mean the original warranty period as defined in the National Warranty, or if applicable, any extended warranty period purchased separately by Customer.		

- 1.2 The LED On-site Service is provided by Samsung Nordic for the benefit of Customer for the time period as specified in the Purchase Certificate. Samsung Nordic’s obligations under these LED On-site Service Terms are towards Customer only and a third party may not enforce the provisions hereof vis-à-vis Samsung Nordic. For the avoidance of doubt, a legal entity to which the LED On-site Service and these LED On-site Service 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 This LED On-site Service is an enhancement of the National Warranty, which is available to the Samsung Products as stated by Samsung from time to time. The LED On-site Service does not affect the Customer’s rights and obligations under the National Warranty scheme. Terms and conditions of the National Warranty scheme still apply for the Products except where specifically excluded below. Full terms and conditions for the National Warranty is available on request. Samsung Nordic will repair the defective products according to the LED On-site Service in accordance with these LED On-site Service Terms. The LED On-site Service is provided to Customer at no cost during the LED On-site Service Period.
- 1.4 This LED On-site Service 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 LED On-site Service 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.
- 1.6 Upon purchase of the LED On-site Service, Samsung issues a certificate verifying the purchase. The certificate is sent to the Customer (or, where applicable, to the reseller purchasing the LED On-site Service on behalf of and for the benefit of a Customer) by e-mail as a pdf file, to the e-mail address stated by the Customer (or, where applicable, the aforementioned reseller) during the purchase. In order to activate the LED On-site Service the Customer shall send the serial numbers, connected to the purchase, and the certificate to Samsung Nordic.
- 1.7 The ASC will assess the validity of each 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) 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 National Warranty or these LED On-site Service Terms may be subject to additional charges for labour, transportation and parts. Re-installation of software and/or content shall not be subject to the LED On-site Services and may be subject to additional charges.
- 1.8 Samsung Nordic's obligations according to these LED On-site Service Terms presuppose that the service is provided by an ASC. It also presupposes that the Product is located in the Territory *or*, if the Product is located outside the Territory, 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).
- 1.9 The current Samsung National Warranty handling of Samsung Smart LED signage products is restricted to parts repair only.

2. SPECIFIC CONDITIONS

- 2.1 The end user is (on their own or by a partner) obligated to store and replace the spare parts on their location. Customer shall buy spare parts (stipulated in %) from Samsung at the time of purchase of the Products in order to warrant enough spare parts to keep the customer installation running during its expected lifetime. When a Smart LED module fail, it is replaced on-site by the end user or its partner using the spare part "stock" bought by Customer from Samsung and the faulty Spare Part is sent to Samsung for repair (by the end user) and returned when repaired, maintaining the end user spare part stock at the agreed level.
- 2.2 During the Warranty Period Samsung Nordic will provide Customer with LED On-site Services in addition to the services as granted to the Customer in the National Warranty terms that Samsung offer for the Products. All original items replaced in the performance of services shall remain the property of Customer. Samsung makes no representation or warranty that the Samsung Product will operate uninterrupted or error free.
- 2.3 The LED On-site Services are offered to all Samsung Smart LED Signage products.
- 2.4 The LED On-site Services offers the following additional services (handled by an ASC) to the standard National Warranty terms:

- 2.4.1 On-site Service, (Swap by faulty parts and return/repair handling within one (1) to three (3) business days, subject to Section 2.4.2 below): If there is a suspected fault at site, the B2B Support team will complete remote troubleshooting. The B2B Support team will check the Product's serial number and the validity of the claim and dispatch a Samsung trained engineer (from ASC) for on-site service, including module swap, return and repair as well as S-Box service.
- 2.4.2 The On-site Service is a next day service, meaning ASC shall initiate the On-site Service within one business day from Customer's claim of LED On-site Service made to the B2B Support Team, if the claim is made by Customer no later than 13.00 local time during a regular business day, with the following exceptions for remote areas in the Territory for which LED On-site Service shall be initiated within three (3) business days:
- Denmark: Islands that can only be reached by boat/ferry,
 - Finland: Islands that can only be reached by boat/ferry and the following postal code areas: 22, 73-75, 80-89, 90-99,
 - Norway: Islands that can only be reached by boat/ferry and the following postal code areas: 7, 8, 9,
 - Sweden: Islands that can only be reached by boat/ferry and the following postal code areas: 62, 79, 82-89, 90-98
- 2.4.3 Should the ASC not be able to perform the LED On-site Service in accordance with Section 2.4.1, Customer's right to compensation as a result of the lack in performing the LED On-site Services in accordance with Section 2.4.1 shall be limited to direct damages.
- 2.4.4 **All Module Repair Costs:** Samsung will cover the cost of collection, repair and return of any defect modules, subject to Section 2.7 below. The expected turnaround time for module repair is 7-10 days from collection date. If a module cannot be repaired a replacement module will be ordered. Turnaround time is 10-12 weeks. Out of Warranty faults are chargeable for repair or exchange. Cost for Out of Warranty repairs or replacements will only be confirmed after inspection of the modules at the ASC repair center.
- 2.5 When Customer purchases the Products, Customer will also receive Spare Parts. It is Customer's responsibility to ensure that the Spare Parts are stored and maintained in accordance with the user manual.
- 2.6 Before on-site repair, 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, unless Customer can provide a sky lift of scaffolding or similar with which the service personnel can access the Product and is able to conduct the service safely (as decided by the ASC personnel), and (c) removed from external frames, other built-in constructions and similar. Customer representatives must be on site for service/spare part handling. If the Customer has not ensured the foregoing *before* the ASC personnel arrives at the Customer's location, the Customer may be subject to additional charges for labour and transportation.
- 2.7 In addition to any conditions/limitations under the National Warranty, the following special exclusions apply to the LED On-Site Service:
- Physical Damage is not covered within this service.
 - Support of any third-party equipment or repair of issues caused by or generated by third-party equipment.
 - Any faults that arise from incorrect installation, environmental conditions or non-conformance to Samsung installation or usage guidelines or where an installation sign-off document provided to Customer upon installation has not been signed by Customer.
 - Any issues related to Customer's network, content management, configuration and site power.

- Any perceived issues related to standard settings or functions that are unconfirmed as true functional failures.
- Repair or replacement of parts due to normal wear and tear
- Repair of any faults as a result of shipping, storage or handling
- Any faults that occur due to the usage of the product over and above stated usage times.

3. FORCE MAJEURE

If Samsung is prevented from or hindered in performing its obligations under these LED On-site Service Terms by reason of any cause beyond Samsung'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 "Authorized Samsung Service Centre", 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.

4. DATA

The Customer shall be responsible for backing up and otherwise protecting its data against loss, damage or destruction. Samsung shall not be liable for the loss of any data howsoever caused.

5. CLAIM REQUIREMENTS

The Customer's claims made under these LED On-site Service Terms must, in addition to what is stated in the National Warranty, conform to the following requirements:

- a. The Customer must contact B2B Support team to make arrangements for warranty service.
- b. The Customer must provide proof of activated LED On-site Service Terms, including product code and serial number.
- c. The Customer must provide a clear fault description and carry out diagnostics as advised.
- d. The Customer must comply with any reasonable instructions for trouble-shooting and service.

6. DISCLAIMERS

The limitations of liability set out in the National Warranty shall be applicable also with respect to the LED On-site Service Terms. Subject to the specific conditions in Section 2, all conditions, warranties and terms implied by statute or otherwise are hereby excluded to the maximum extent permissible by law.