

Terms and Conditions

NEC Display Solutions of America relies on its resellers to position and support its products in order to compete with other brands. In order to ensure that our products are properly promoted and supported, NEC Display Solutions of America has developed these reseller policies. NEC Display Solutions of America reserves the unilateral right to terminate any NEC Display Solutions of America reseller who does not adhere to these policies. NEC Display Solutions of America reserves the right to modify these policies from time to time.

Sales Support

NEC Display Solutions of America resellers are required to use best efforts to promote and sell the products and to ensure the highest quality of pre- and post-sale support to end-users, to promote the goodwill, name, and interest of NEC Display Solutions of America. They shall represent the products fairly at all times in comparison with competitive products from other suppliers and shall use its best efforts to stimulate and increase interest in the products.

Resellers shall conduct their operations in a manner, which will not adversely affect the high image, credibility or reputation of NEC Display Solutions of America or NEC Display Solutions of America's products.

Resellers shall maintain a staff of competent sales personnel who are knowledgeable concerning consumer peripheral products in general, and who are thoroughly familiar with the specifications, features and technical advantages of NEC Display Solutions of America's products. Resellers shall conduct any training of its sales personnel, which may be necessary to impart such knowledge, and shall cooperate fully in any product education programs, which NEC Display Solutions of America may establish, and shall make use of all NEC Display Solutions of America promotional materials.

Resellers shall at no time engage in "bait and switch" or any other unfair trade practices with regard to NEC Display Solutions of America products, and shall make no false or misleading representations with regard to the products. Resellers shall not make representations with respect to product specifications, features or performance, except such as may be approved in writing or published by NEC Display Solutions of America.

Minimum Advertised Price Policy

All resellers are expected to comply with NEC Display Solutions of America's minimum advertised price policy (MAP). Advertised prices must be at or above MAP.

Resellers are not required to list prices in advertising, but if price is listed, it must be at or above MAP. Other statements such as "call for price" or "call for quote" are permitted, provided they are in full compliance with NEC Display Solutions of America's MAP Policy. Resellers are free to set the actual resale price of any product.

NEC Display Solutions of America's MAP policy applies to all advertising placements, including, but not limited to print ads (inserts, magazines, newspapers, etc.), broadcast (radio and TV), direct mail, faxes, Internet placements with third parties (banner ads, broadcast emails, destination pages, third-party sites), Internet placements on Authorized Resellers own website, (excluding any web page used for ordering product online), outdoor (Billboards, banners). In-store advertising is not included in the foregoing.

Canadian Resellers who want to sell NEC's professional plasma products through an Internet web site must be Authorized by NEC. An application for Plasma Internet Resale Authorization can be obtained on the NEC Partner Site under Programs/Government & Education/Canadian Info or by contacting NEC at NECVSD.map@necsam.com

For a copy of NEC Partner Site's MAP policy, refer to the MAP Policy on the home page in the left navigation or contact NEC at necmap@necdisplay.com

Sales Leads

In the event that NEC Display Solutions of America provides any sales leads to a reseller, such reseller may not attempt to sell non-NEC product to such potential customer for a period of six months from the date the sales lead was provided. Leads provided by NEC Display Solutions of America to resellers will be audited from time to time to ensure compliance with this provision.

Special Programs

In the event that NEC Display Solutions of America offers Authorized Resellers access to special programs or market development funds (MDF), the Authorized Reseller must use such special programs and MDF to promote NEC Display Solutions of America products only.

Trademarks

Authorized Resellers shall not attach any additional trademarks or trade names to the products, and shall refrain from affixing any NEC Display Solutions of America trademark or trade name to products. Authorized Resellers shall not use any NEC Display Solutions of America trademark or trade name in a way that implies Authorized Reseller is an agency or branch of NEC Display Solutions of America. Authorized Reseller will immediately change or discontinue any use as requested by NEC Display Solutions of America.

Authorized Reseller has no right, title or interest in any NEC Display Solutions of America trademark or trade name and is not authorized to use any NEC Display Solutions of America trademark or trade name other than the designated trademarks. Any rights in any NEC Display Solutions of America trademark or trade name acquired through Authorized Reseller's use belong solely to NEC Display Solutions of America.

Governing Law

These Terms and the legal relations between the parties arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois excluding its conflicts of laws Principals. The parties hereby consent to the exclusive jurisdiction of and venue in the federal and/or state courts located in the state of Illinois for all claims arising out of or relating to this Agreement.

No Warranties or Representations; Limitation of Liability.

NEC Display Solutions of America MAKES NO WARRANTIES OR REPRESENTATIONS TO AUTHORIZED RESELLER WITH RESPECT TO ANY MATERIALS PROVIDED BY NECSAM OR ANY NEC Display Solutions of America PRODUCTS. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.