

Aimtec Standard Terms

Specific Terms for Repair and Service of Hardware Products

1 Introductory Provisions

- 1.1 These Specific Terms for the repair and service of Hardware Products (for the purposes of these Repair Terms, "Hardware Products" means any hardware serviced by the Supplier, and not only Hardware Products as defined in the GBT) (for the purposes of this document, the "**Repair Terms**") form part of the Standard Terms of Aimtec and further supplement and specify them for the purposes of the repair and service of Hardware Products. These Repair Terms, together with the GBT (General Business Terms) and the Budget, and, where applicable, other Specific Terms, constitute the Contract. Unless expressly provided otherwise in these Repair Terms, the provisions of the GBT shall apply.
- 1.2 In the event of any discrepancy among the individual documents, the provisions of the Contract (as defined in the GBT) shall apply first, then these Repair Terms, then any other Specific Terms, and finally the GBT. Capitalized terms not defined in these Repair Terms have the meaning given in the GBT.

2 Deliverables

The Supplier provides or arranges of the provision of a repair and/or service (hereinafter referred to as the "**Repair**") of Hardware Products as specified in paragraph 2.1 here below (hereinafter as the "**Repair Request**") within the extent specified in the Repair Terms.

2.1 In-scope Hardware Products

The Supplier provides or arranges of the provision of the Repair for Hardware Products from the following manufacturers:

- (1) Zebra Technologies
- (2) Aximtek
- (3) Advantech
- (4) KBS Industrieelektronik GmbH

The Supplier reserves the right to change or adjust the above list without prior notice. The Supplier also reserves the right to refuse to provide the Repair for any Hardware Product due to any reason, without stating reason, and at its own discretion.

2.2 Repair Types

The Supplier provides or arranges three basic types of the Repair:

- (1) Warranty Repair – only if the given Hardware Product is covered by a manufacturer warranty and was also purchased from the Supplier based on the Contract on Product Delivery;
- (2) Post-warranty / out-of-warranty Repair – for Hardware Products in accordance with the conditions stated in the Repair Terms;
- (3) Contracted Repair – only for Hardware Products covered by a service agreement between the Hardware Product manufacturer (Zebra OneCare etc.) and the Customer.

The Hardware Product may be returned by the Supplier after the Repair realization in factory setting.

The Customer has the right to ask for the paid "**SW Installation**", wherein the Hardware Product will be configured as per the Customer's request in the Repair Portal.

The Supplier does not perform SW Installation free of charge for any of the types of the Repair.

2.3 Procedure for handling a Repair Request

The Customer is required to use the Repair Portal application when submitting the Repair Request.

When submitting the Repair Request, the Customer must provide all required information – as per the specifications in the entry form and then current documentation for the Repair Portal application.

For the Warranty Repair, the Customer is required to present certification that they purchased the Hardware Product from the Supplier mainly by means of the tax document or delivery certificate.

For the Contracted Repair, the Customer is required to present the data that is needed for this Contracted Repair to be carried out by the manufacturer (generally this primarily means the service agreement number with the manufacturer). The Customer is required to ensure a sufficient duration for the service agreement with the manufacturer to cover the time needed for transporting the Hardware Product and the processing the Repair Request.

The Hardware Product must be marked as per the instructions in the current documentation (primarily it must be marked with the number of the Repair Request). The Hardware Product can only be sent in for the Repair after the approval of the Repair Request by the Supplier.

The procedure for resolving the Repair Request is defined by the current workflow of the Repair Portal application and by its

documentation. Both the Supplier and the Customer shall primarily use the Repair Portal application for communication regarding the Repair Request and provide the necessary Cooperation.

3 Repair Portal

- 3.1 Repair Portal application can be accessed at <https://sd.aimtecglobal.com/repair>.
- 3.2 The application can be accessed anonymously without logging in for one-off submission of the Repair Request.
- 3.3 The application can also be accessed by authorised users after login with a username and password. Authorised users have access to an overview of all Repair Requests submitted within the frame of its Contract and can upload photographs for individual Repair Requests.

4 Price

- 4.1 Warranty Repairs are performed without the demand the Price for the Repair to be paid (with the exception of the paid SW Installation).
- 4.2 The Price for Post-warranty / Out-of-warranty Repairs is set on the basis of the given Repair Request's complexity and is derived primarily from the costs for replacement parts, the service technician's work, configuration and transport. The final Price for the Repair is offered to the Customer in the Repair Portal application, and the Repair is not performed without approval of the Price.
- 4.3 Subject to the Supplier's right specified in article 2.1 hereabove, the Contracted Repairs are performed under the conditions in the service agreement between the manufacturer and the Customer.
- 4.4 The Supplier reserves the right to bill an administrative fee as available at Repair Portal help page for every Hardware Product processed (regardless of the type of the Repair) in cases:
 - (1) where the Customer sends a Hardware Product for Repair without previously submitting the Repair Request in the Repair Portal application;
 - (2) where data and information needed for effective diagnostics are not provided;
 - (3) where complete diagnostic work is performed and the Customer rejects the performance of the Repair;
 - (4) where more than 5 (in words: five) Contracted Repairs are performed in the same calendar month for the particular Customer.

5 Repair Period and Warranties

- 5.1 The usual duration of the Repairs is 30 days. "Repair period" means the period from when the Hardware Product is accepted for the Repair until when it is sent back to the Customer. The Supplier provides no guarantees regarding the duration of the Repair.
- 5.2 The warranty for a Device Repair is 30 days, if not stated otherwise within a Request.
- 5.3 The Supplier shall return Hardware Products not approved for the Repair without undue delay.
- 5.4 The provider as per the service agreement (typically the Hardware Product's manufacturer) bears full liability for compliance with a manufacturer's service agreement.

6 Place of performance; subcontractors

- 6.1 The place of performance is the Aimtec headquarters.
- 6.2 The Customer is obligated to deliver the Hardware Product to the place of the Repair performance at its own cost.
- 6.3 The Supplier may make use of a subcontractor for providing the deliverable at its own discretion. The Customer consents to the possible performance of service by a subcontractor.

7 Limitations to liability

- 7.1 The Supplier has the right to delete all data from the Hardware Product that is subject to the Repair. The Supplier shall not be liable whatsoever for the loss of data, or any damage or liabilities that the Customer incurred due to such data loss or in relation thereto.
- 7.2 The Supplier is liable for the Hardware Product's functionality after service in an extent in accordance with the Repair and Service Request, or in an extent corresponding to typical output tests for Hardware Products performed according to the Supplier's internal regulations. Work on any defects that were not covered by the Repair and Service Request or were not discovered during the output tests of the Hardware Products will be considered out-of-warranty service.
- 7.3 If a confirmed Repair Request cannot be resolved for technical or financial reasons or due to the rejection by the Customer, the Hardware Product will only be restored to its original state if restoring is technically possible and if the Customer pays the costs connected therewith. The Supplier is not liable for any consequences, including any damage after which the Hardware Product cannot, for the reasons listed in the previous sentence, be restored to its original state.
- 7.4 The Supplier is liable for damage to the Hardware Product entrusted to it from the moment of its physical takeover to the moment when it is sent back / handed over to the Customer. In any event it is only liable up to the net book value of the Hardware Product in question.
- 7.5 The Supplier is not liable for any costs that arise to the Customer in connection with the Hardware Product Repair, in particular lost profit, transport costs or administrative costs.
- 7.6 The Supplier does not assume any liability for any third-party claims in relation to the Hardware Product that is subject to the Repair, due to any reason whatsoever. The Customer agrees that it will indemnify the Supplier for any losses, damages, obligations and claims including third-party claims that are sustained by the Supplier under any law in force in any jurisdiction that are related to the Hardware Product or that arise due to the Hardware Product Repair performed by the Supplier, either directly or indirectly or are anyhow related to the Repair.