

GLOBAL WARRANTY TERMS & CONDITIONS

by

DEWETRON GmbH

Parkring 4, 8074 Grambach, Austria

(hereinafter referred to as "DEWETRON")

In addition to the applicable legal warranty, if any, we, DEWETRON, hereby grant to a certain commercial end-user a warranty as described below (hereinafter referred to as "warranty") with regard to all hard- and / or software products of DEWETRON which are both produced and / programmed and sold by DEWETRON and / or by a DEWETRON-authorized dealer (hereinafter referred to as "products"). Any legal right is not curtailed and / or limited by the warranty.

The term of the warranty amounts up to 12 months starting from the date on which the products' ownership is transferred from DEWETRON to the buyer upon delivery, if not agreed in accordance with certain INCOTERMS. The warranty is valid worldwide.

Any products which do have a fault with regard to the materials or the production including any software which does have a bug within the term of warranty will be repaired, fixed or replaced at the sole discretion of DEWETRON.

In order to claim warranty service, the customer must submit a written notice of the alleged defect to DEWETRON prior to the expiration of the warranty period. Subsequently, the affected product must be returned to DEWETRON in a timely manner for inspection. DEWETRON reserve the right to charge a fee for examining and testing hardware not covered by the warranty.

The ownership of any replaced products or parts thereof will automatically be transferred to DEWETRON. Any performance under the warranty does not prolong the term of the warranty or trigger a new warranty term, except replaced products and / or parts thereof within a repair for 90 days starting from the replacement.

The warranty will not become effective including but not limited to by an event as follows:

- > products which are not registered with DEWETRON;
- > products and / or software of any third party;
- > products or software which are amended and / or revised by any third party including by modification and / or the installing of any third party software;



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- > batteries and wear parts;

and / or if the product and/or parts thereof and / or software have faults and / or damages which are caused in particular by:

- > improper and / or unduly care and use, any other use and / or operation of the products;
- > environmental influences (particularly humidity, heat, overvoltage, dirt etc.) including natural events or disasters;
- > uses / operation by persons not authorized
- > any non-compliance with the applicable safety precautions and rules of the product including its operation;
- > any non-compliance with the operating instructions and / or the user manual etc.;
- > force and / or violence (e.g. clout, hit, fall);
- > procedure and / or intervention which is not executed by DEWETRON authorized person;
- > any action and / or intervention which is not authorized by DEWETRON (e.g. repair);
- > upgrades of the operation system of the products which are not released by DEWETRON.

The warranty does not include faults and / or damages of the products and / or parts thereof with regard to a third article and / or third party including consequential damages. Further, the warranty does not include any transportation costs, shipping costs and / or travel expenses of DEWETRON and / or the end-user, as well as any costs in connection with replacement measures / replacement procurements or the costs of persons called in on behalf of the end-user (i.e. in particular the costs of experts and / or consulting / legal fees), if any, which might incur in connection with the repair and / or fix of any fault and / or damage of the products and / or parts thereof.

The warranty shall be governed exclusively by Austrian law, excluding the conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. The sole place of jurisdiction is the competent court in Graz.

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