

## WARRANTY TERMS AND CONDITIONS

### 1. WARRANTY

#### 1.1. Hardware

ELYSIA warrants that the Products shall

- a. conform to the specifications in effect at the delivery and
- b. be free from defects in material and workmanship

#### 1.2. Software

ELYSIA warrants that software shall perform substantially in accordance with the specifications in effect at the date of delivery. Software is inherently susceptible to bugs and errors. ELYSIA makes no warranty with respect to software which is provided to the Customer on an "as-is" basis and does not warrant uninterrupted or error-free operation of the Products.

#### 1.3. Services

ELYSIA warrants that it shall supply the Services in a workmanlike manner.

### 2. WARRANTY PERIOD

#### 2.1. Hardware

12 months commencing on the date of delivery. If the installation by a Elysia-Raytest technician has been ordered and is part of the purchase the warranty starts at the date of the on-site installation to the Customer or 18 months after the date of delivery, whichever date first occurs.

#### 2.2. Software


3 months commencing on the date of delivery or, if applicable, the date of acceptance.

#### 2.3. Spare parts

3 months commencing on the date of delivery.

#### 2.4. Repair or replacement

In case of repair or replacement, the warranty period shall continue to run until its expiry or 3 months after the repair or replacement, whichever is longer.

	Declaration: 228 Version: 01 Effective date: 16 Nov. 2017 Page: 2/5
<b>WARRANTY TERMS AND CONDITIONS</b>	

### 3. CONDITIONS PRECEDENT FOR WARRANTY TO APPLY

The warranty shall apply only to the extent the Products, Services or any parts thereof have:

- a. been handled, transported, stored and installed (if and to the extent such activities have not been carried out by ELYSIA) in accordance with ELYSIA's instructions including but not limited to use of original packaging, covered and secured location, minimum temperature, maximum humidity, and installation by ELYSIA's certified personnel, or, in absence thereof, in a professional and workmanlike manner;
- b. not been subject to any unauthorized access, alteration, modification or repair or attempts thereto (such as removal of warning labels, original seals or serial numbers) or any abuse or damage;
- c. been at all times 'normally used' for the specified purpose and operated and maintained in strict accordance with the instructions set forth in the operating and maintenance manual or, in absence thereof, in a professional and workmanlike manner. For the purpose hereof, 'normally used' means a regular, ordinary and routine use as intended or as recommended by ELYSIA;
- d. not been connected to or used in combination with other products or systems (hardware and/or software) not compatible with the Products

The warranty conditions Ex-Works defines that defect goods are to be returned to Elysia-raytest GmbH (Benzstrasse 4, 75334 Straubenhardt, Germany) for warranty claim.

On-site service is not covered by the standard warranty and is only available on request by the customer. For eventual on-site service additional charges for travel cost will be charged.

To be entitled to warranty prolongations, a yearly preventive maintenance for all products is a precondition.

### 4. CONDITIONS PRECEDENT FOR WARRANTY TO APPLY

In no event shall ELYSIA be liable for any defects, failures, loss or damage caused by or resulting from

- a. wear and tear,
- b. any external cause or event out of ELYSIA's control,
- c. use or operation of the Products or Services prior to acceptance,
- d. any act or negligence of the Customer or any third party.

The warranty shall not apply to consumables. Any third party product or any part thereof which ELYSIA merely resells with the Products or Services, is subject to the original manufacturer's warranty and no separate warranty is given in respect thereof by ELYSIA.

	Declaration: 228 Version: 01 Effective date: 16. Nov. 2017 Page: 3 / 5
<b>WARRANTY TERMS AND CONDITIONS</b>	

**5. CLAIMS FOR REPAIR OR REPLACEMENT UNDER WARRANTY**

Any claim under the warranty must be notified to ELYSIA in writing within 8 days from the discovery of the defect or failure.

**6. REMEDIES UNDER THE WARRANTY**

Under the warranty, ELYSIA shall, at its sole option and cost, and without undue delay, with respect to:

a. Hardware:

- (i) repair or correct the Product or part;
- (ii) replace the Product or supply part(s) or component(s).

A replacement part shall be at least functionally equivalent to the original part. The replaced Product, parts and/or components shall become the property of ELYSIA and shall, at ELYSIA's request, be returned by the Customer to ELYSIA within 15 days. If the Customer fails to return, ELYSIA shall invoice the replaced Product, parts and/or components at list price.

- b. Software: amend the software based on a planning of bug fixing or supply an alternative version of the software.
- c. Services: re-perform the defective Service.

**7. CONTACT FOR WARRANTY PERIOD AND FOR ALL ELYSIA DEVICES**

Hotline: +49 7082-9255-55

Office: Germany +49 7082-9255-0  
Belgium +32 4 243 43 50

Fax: +49 7082-9255-4444

e-mail: service@elysia-raytest.com

Office hours: 08.00 – 17.00 CET

**8. HOT LINE AND RESPONSE TIME UNDER STANDARD WARRANTY**

During the period of the standard warranty Elysia-raytest guarantees a hot line support to the customers within the office opening hours.

Elysia-raytest will do its best effort to react on all request within 4 working days. Curative actions for returned instruments should take maximum 5 working days excluding transport time.

After the warranty period technical hot line support can be charged.

	Declaration: 228 Version: 01 Effective date: 16. Nov. 2017 Page: 4 / 5
<b>WARRANTY TERMS AND CONDITIONS</b>	

## 9. AVAILABLE WARRANTY EXTENSIONS

The following service and warranty agreements are not part of the standard warranty but are available on request.

Different warranty extension and service plans are available.

a. Fast intervention time level 1

Elysia-raytest will do its best effort to react on all request within 2 working days. Curative actions for returned instruments should take maximum 3 working days excluding transport time. In case we can't fix the problem within the fixed time lines we will ship a loan system to the customer until we could solve the problem. This is only possible for our own Elysia-raytest products. If a third party vendor product is affected, a solution with the local partner or distributor for this product is planned.

The transport costs for the loan system are covered by the warranty. The customer will have to exchange the systems by himself. On site interventions are not covered. On-site service is not covered by the warranty extension and is only available on request by the customer. For eventual on-site service additional charges for travel cost will be charged.

b. Fast intervention time level 2

Elysia-raytest will do its best effort to react on all request within 1 working day. In case of a problem which can't be fixed by online support we will ship a loan system to the customer until we could solve the problem. The system will be shipped within 24 hours. Elysia raytest can't guarantee the delivery time as it is depending on transport company and local custom regulations. This is only possible for our own Elysia-raytest products. If a third party vendor product is affected, a solution with the local partner or distributor for this product is planned.

The customer will exchange the broken system with the loan system and ship the broken system back. The transport costs for the loan system are covered by the warranty. The customer will have to exchange the systems by himself. On site interventions are not covered. On-site service is not covered by the warranty extension and is only available on request by the customer. For eventual on-site service additional charges for travel cost will be charged.

c. Preventive maintenance

d. Re-qualification with preventive maintenance

e. Warranty extension

f. Platinum contract

Including PM, warranty extension, re—qualification and fast response time level 2.

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**10. Documents**

**List of documents delivered with the instrument:**

- Operation / User Manual;
- FAT with Test / certificate (if applicable)
- CE certificate (if applicable)
- Software CD or USB stick (if applicable)
- Software License (if applicable)

**List of documents (services) delivered with an installation (if included)**

- Installation Report
- Site acceptance test (SAT)

**Approved by:**

François Moonen ; \_\_\_\_\_ ; \_\_\_\_\_  
CEO Date Sign

Thilo Walker ; 15.11.2017 ; \_\_\_\_\_  
CEO Date Sign

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**Approved by:**

François Moonen ;  
CEO ELYSIA S.A.

16. 11. 2017  
Date

  
Sign

Thilo Walker ;  
CEO

15. 11. 2017  
Date

  
Sign

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