

# ELECTROSONIC

## ELECTROSONIC LIMITED PRODUCT AND SERVICES WARRANTY

Electrosonic Limited ("Electrosonic") unless agreed otherwise, offers a Standard Warranty with every audio-visual system supplied and installed by Electrosonic for its Customers. Details of Electrosonic's Standard Warranty for Service, Product and Systems services can be found herein. Electrosonic's Standard Warranty assures that the equipment and interconnections supplied and installed by Electrosonic for a Customer's system is free from defects in materials and workmanship for the period or periods specified herein.

### Service Only Warranty

Electrosonic's Standard Warranty for Services only, begin on commencement of the services and ends on the day of substantial completion ("Substantial Completion"). Substantial Completion is herein defined as being ready for use at the Customer's convenience, or the time of first beneficial use by the Customer, whichever comes first. Substantial Completion does not imply that Electrosonic's work is complete or that manuals, final drawings and final paperwork have been submitted and/or approved.

### Product Warranty

#### UK Box Sale

<b>First 90 Days</b> <b>Product Warranty includes:</b> * Hardware replaced and shipped back to site
<b>During Manufacturer's Warranty</b> <b>Product Repair includes:</b> * Hardware repaired at manufacturer and shipped back to site ** Customer is responsible for equipment removal and shipping

Electrosonic's Standard Warranty for Products only (equipment and software), begin on the date of sale from Electrosonic to the Customer and ends in accordance with (if any) period provided by the original manufacturer of such Product (in each such case, the "Manufacturer's Warranty").

The Products covered by Electrosonic's Standard Warranty is specifically identified in a list supplied by Electrosonic. This list will be provided with Electrosonic's proposal document and amended at the end of the project. Only equipment matching this list is covered by the Manufacturer's and Electrosonic's Standard Warranty. To the extent that Electrosonic is permitted, Electrosonic assigns each such Manufacturer's Warranty to the Customer and will support the Customer in coordinating the repair and replacement of defective Products as permitted by the terms of the Manufacturer's Warranty, during the applicable period.

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The Manufacturer's Warranty for equipment and software may commence and expire at different times. In cases where a Manufacturer's Warranty has been assigned to the Customer and such warranty has expired, no further liaison will be provided by Electrosonic on behalf of the Customer for the relevant equipment. Any such warranty claim will be managed by the Customer directly unless, an extension of the Manufacturer's Warranty is purchased by the Customer via Electrosonic or, the Customers agrees to purchase Electrosonic's Maintenance and Service Support package, for the continued care and support of their Product.

Where a successful Manufacturer's Warranty claim is made, post 90 days of Substantial Completion, and Electrosonic are instructed to undertake the labour of such replacement, installation, commissioning or otherwise, the labour of such works are chargeable at either at a fixed price or by hourly rate to the Customer.

## System Warranty

### UK System Warranty

<p><b>First 90 Days</b></p> <p><b>System Warranty includes:</b></p> <ul style="list-style-type: none"><li>* Electrosonic help desk assistance, Monday to Friday, 8 to 8 GMT</li><li>* Hardware replaced and shipped back to site</li><li>* Electrosonic's labour to troubleshoot, remove and reinstall</li></ul>
<p><b>During Manufacturer's Warranty</b></p> <p><b>Equipment Repair includes:</b></p> <ul style="list-style-type: none"><li>* Electrosonic help desk assistance, Monday to Friday, 8 to 8 GMT</li><li>* Hardware repaired and shipped back to site</li><li><i>** Customer is responsible for removal, reinstall and outbound shipping</i></li><li><i>** Electrosonic's labour to troubleshoot, remove and reinstall is <b>not</b> included without a service contract and is billable</i></li></ul>

Electrosonic's Standard Warranty for System Integration services (where Electrosonic provides the equipment and/or software and services package), begin from the day of Substantial Completion and ends 90 days thereafter. This is to ensure that the workmanship in fabricating, installing and commissioning the Customer's system performs as described in Electrosonic's proposal document.

Additionally, Electrosonic offers a Maintenance and Service Support package which can be purchased from Substantial Completion or at the end of Electrosonic's Standard Warranty period. The Maintenance and Service Support package is to support Customer's with technical difficulties and, arrange and undertake the repair and replacement of hardware products. This service is provided by Electrosonic's specialist in-house repair team and coordinated by a dedicated services support team. For the Maintenance and Service Support package Electrosonic warrants to provide Customers with the following, either alongside the Manufacturer's Warranty, after Electrosonic's Standard Warranty or as a separate and ongoing support system for the Customer.

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Electrosonic's Maintenance and Service Support package includes, but is not limited to:

- 24/7 telephone support services to resolve technical problems.
- Repair of defective products at Electrosonic's repair center, parts and labour included.
- Full exchange or arrange manufacturer's repair of defective product.
- Arranging shipment of defect product to and from Electrosonic's repair center.

*\* Product repair times vary based on manufacturer and Electrosonic's repair center workload and, are subject to the "exclusions and disclaimers" outlined herein.*

## Exclusions and Disclaimers

Electrosonic's Warranty does not cover acts of God or, malfunction in any component caused by improper use, actions or omissions taken by the Customer or others other than Electrosonic or without Electrosonic's written approval. These include but are not limited to modifications to the equipment or system, misuse, abuse, neglect, improper adjustment, tampering, improper/inadequate maintenance, and/or malfunctions resulting from adjustment, service or maintenance by unauthorised personnel or third parties. Electrosonic's Warranty does not cover physical damage or data loss resulting from electrical power spikes, surges, brown or black outs and acts, omissions, defects or other issues specifically excluded by the applicable Manufacturer's Warranty. LCD panels or phosphor-based displays that are scratched, broken, burned by a static image or have imperfections in any special coating are not covered under Electrosonic's Warranty and may have limited coverage under the original manufacturer's warranty. Consumable products and are not covered under Electrosonic's Warranty.

Where replacement of equipment is necessary during the Standard Warranty and/or Electrosonic's Maintenance and Service Support period, Electrosonic will attempt, but shall not guarantee an identical replacement of the equipment or part thereof. Where an identical replacement is not available, Electrosonic will make commercially reasonable efforts to supply a replacement equipment or part thereof with a form and function that is akin to the original equipment supplied.

THE FOREGOING REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF THE STANDARD WARRANTY AND SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF ELECTROSONIC AND ITS AFFILIATES AND AGENTS (INCLUDING ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) WITH RESPECT TO THE SAME, WHETHER IN WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE. OTHER THAN THE STANDARD WARRANTY PROVIDED HEREIN, ELECTROSONIC MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PROPOSAL, THE EQUIPMENT OR THE SERVICES. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR THAT PARTICULAR RESULTS WILL BE OBTAINED, ARE EXPRESSLY WAIVED, DISCLAIMED AND EXCLUDED. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF ELECTROSONIC HAS ANY AUTHORITY TO BIND ELECTROSONIC TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY THAT DIFFERS FROM THE STANDARD WARRANTY.

# **ELECTROSONIC**

Notwithstanding the foregoing, Electrosonic reserves the right to exchange, or repair equipment covered by the Standard Warranty, as determined by Electrosonic, subject to the terms and conditions set forth herein. The foregoing shall be the Customer's exclusive remedy and shall constitute fulfillment of all liabilities of Electrosonic and its affiliates and agents (including any liability for direct, indirect, special, incidental or consequential damages), whether in warranty, contract, negligence, tort, strict liability, or otherwise, with respect to any nonconformance of or defect or deficiency in the equipment or services. Electrosonic's total liability for any losses or expenses suffered by the Customer in relation to the equipment, software and/or services provided by Electrosonic shall be limited to the value of the goods and the payments made by the Customer at the date giving rise to a claim.

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