

DEWESOFT 7-YEAR WARRANTY

Terms of Warranty

VERSION: V24-1

- 1. Warranty Provider / Manufacturer:** DEWESOFT d.o.o. izdelava programske opreme in proizvodnja elektronskih komponent, Gabrsko 11a, 1420 Trbovlje, Slovenia (the “Warranty Provider” or the “Manufacturer”)
- 2. The Seller:** [•]
(the “Seller”)
- 3. Warranty Statement:**
- 3.1. The Manufacturer and/or the Seller assures the Buyer that the warranted instrument shall perform in accordance with its published specifications and characteristics and shall be in proper working order, limited to the period of 7 (seven) years following the date of delivery of the instrument to the Buyer (Warranty Period) and all Terms of the Warranty are fully respected by the Buyer.
- 3.2. The Manufacturer shall remove all defects that arise according to the Terms of Warranty and within the Warranty Period either directly or via its authorised repairer within a reasonable amount of time.
- 3.3. Terms of Warranty applies to all instruments manufactured from 1st of January 2017 forward in accordance with paragraph 7.4. of this Terms of Warranty.
- 3.4. Release date of Terms of Warranty is 1st of January 2024.
- 3.5. The warranted instrument must be calibrated in 1 (one) year intervals by a Dewesoft Service Centre or by a Dewesoft authorised third party calibration facility, using Dewesoft defined test equipment, calibration fixtures and calibration software.
- Not more than 1 (one) year shall pass from completion of previous Dewesoft calibration.
- 1 (one) year interval can be extended to a maximum of 2 (two) years with a special agreement, which is concluded by an Offer, a Purchase Order or a Contract between Dewesoft and the Buyer.
- The calibration can take place at the Buyer's site, only after Dewesoft's TQM written approval. The report of calibration has to be submitted and uploaded to the Dewesoft ERP. If instruments and calibration devices are not connected to outside servers, calibration reports should be sent by email (calibration@dewesoft.com) in .pdf & .xml format.
- 3.6. If a Dewesoft authorised third party calibration facility is used then the Dewesoft's calibration system must be sent to a

Dewesoft Service Centre minimum every two years, for inspection and system test, to verify its condition and functionality, and the authorised calibration facility must upload or submit all calibration reports to the Dewesoft Global instrument database.

3.7. In order that Terms of Warranty are valid, all Buyers must register the Warranty to accept the Terms of Warranty, conditions, limitations and exclusions of the Warranty, either by website registration, or by emailing or posting a Warranty registration form.

4. The territory of the Warranty:

The Warranty is valid Globally.

5. The Exercise of the Warranty:

The Warranty shall be exercised by the delivery of the allegedly faulty instrument to a Dewesoft Service Centre together with the confirmed Warranty certificate or original invoice. The Buyer shall notify the repairer on the alleged defect.

If the Manufacturer receives notice of a defect or non-conformance during the applicable Warranty period, the buyer must ensure a traceable return of the instrument with full description of the failure to the authorised Dewesoft Service Centre.

The Manufacturer and Dewesoft Service Centre reserve the right to charge a fee for examining and testing hardware not covered by the Warranty. Further, the Warranty does not include any transportation or shipping costs.

The Warranty may be exercised only if the instrument is delivered to the repairer before the lapse of the Warranty Period, whereby the Manufacturer will repair or replace the affected instrument.

Repaired or replaced hardware will be warranted for the remainder of the original Warranty period. If the Manufacturer elects to repair or replace the instrument, the Manufacturer may use new or refurbished parts or instruments that are equivalent in performance, reliability and functionality to the original part or instrument.

6. The Exercise of the Service and Calibration:

6.1. Allegedly faulty instruments that are covered under this Terms of Warranty are repaired and service calibrated free of charge.

6.2. The repair and calibration of instruments that were mechanically, electrically or otherwise damaged, destroyed, mishandled or the Terms of Warranty are not fully respected and when terms of Definitions, Limitations and Exclusions of the Warranty occurs by the Buyer/User is chargeable.

6.3. If the calibration was performed together with the repair of the instrument, the 1 (one) year interval for calibration starts from this date forward.

6.4. The regular periodic or ISO calibration of the instrument is chargeable.

6.5. For performing the calibration there is a Grace period of max 3 months (due to delays because of: shipping, ongoing tests at the buyer's premises, transport, customs duties, etc.).

A greater Grace period might be granted with a written approval by the Dewesoft TQM only.

6.6. After the Warranty period of 7 years the instruments need regular service and calibration, which is chargeable.

7.1. The Warranty only applies if instruments have been purchased through Dewesoft or an authorised Dewesoft Distributor.

7.2. This Warranty covers the initial End User only and is not transferable, including if the instrument is resold.

7.3. This Warranty does not include and cover onsite repairs, service or installation, or shipping costs.

7.4. The Warranty shall apply only to items stated below and shall not apply or cover any other item:

DEWESOFT 7-YEAR WARRANTY shall apply to Dewesoft's instruments and CAN Instruments only.

The Batteries are covered by our Limited Warranty, up to 6 months.

Other items have a Limited Warranty up to 1 year. *Other items are such as, but not limited to: Instrument housings, All hard drives, Accessories, Adaptors, Cables, Cameras, Cases (Pelican and others), Current Clamps, Computers (including S-BOX and KRYPTON-CPU), Controllers, Data Storage Devices, Electronic accessories, IMU's, Mounts, Navigational, Promotional instruments, RAM (Random Access Memory), Rogowski coils, Sensors, Shakers, SSDs, Switches, Transducers, used and/or demo items, instruments under development and alpha (α) versions, any consumable components,... in general all instruments which are not produced at location of DEWESoft d.o.o. izdelava programske opreme in proizvodnja elektronskih komponent, Gabrsko 11a, 1420 Trbovlje.

All of the 3rd party instruments are excluded from Warranty and have no Warranty under Dewesoft Terms of Warranty. They carry a Warranty according to their original manufacturer.

7. Definitions, Limitations and Exclusions of the Warranty

Warranty time: Item:	7 years	1 year	6 months	No Warranty under Dewesoft Terms of Warranty	Calibration
Instruments	✓				Needed
CAN instruments & DC-CT	✓				Not needed
Other items*		✓			Not needed
Batteries			✓		Not needed
3rd party products				✓	Not needed

7.5. The Manufacturer is only able to cover Dewesoft instruments with its instrument Warranty, the scope of which does not extend to connected devices or the results of connected devices.

7.6. The Manufacturer and/or the Seller does not guarantee that any software would correspond to the specific requirements of the Buyer, neither that it shall work with any hardware or software of other manufacturers, nor that the software shall work without defects.

7.7. The Buyer determines suitability of all instrument usage and assumes all risk and liability. Under no circumstances will the Manufacturer and/or the Seller be liable in any way for damages, including any injury, loss or damage, lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use, the Manufacturer instruments.

7.8. The Manufacturer and/or the Seller reserve the right to change the conditions and content of Terms of Warranty without previous notice, therefore this document is provided "as is" and is subject to change, without notice, in future editions. The Manufacturer and/or the Seller reviews this document carefully for technical accuracy; however, the Manufacturer and/or the Seller makes no express or implied warranties as to the accuracy of the information contained herein and shall not be liable for any errors.

- 7.9. The Manufacturer's instruments specifications, performance, and functionality are verified on an instrument-by-instrument basis. While we verify proper operation of instruments that are connected in a standard manner, we expect the customer to do so themselves when connecting the Manufacturer's instruments to instruments of other companies.

The Warranty shall not be applicable in the following events:

- 7.10. the Warranty shall not apply when all Terms of Warranty are not fully respected and when terms of Definitions, Limitations and Exclusions of the Warranty occurs;
- 7.11. the Warranty shall not apply when the Warranty period of 7 years, following the date of delivery of the instrument to the Buyer, has expired;
- 7.12. the Warranty shall not apply to manuals, settings, content or data, regardless whether they were installed with or in the instrument at or after the sale;
- 7.13. where the instrument is used in a way contrary to that defined in the instrument Technical Reference Manual - the manual can be found on Dewesoft website, under the tab Manuals, <https://dewesoft.com/download/manuals>;
- 7.14. the omission of maintenance of the instrument, as stipulated by the Technical Reference Manual;
- 7.15. fair wear and tear and normal wear of mechanical component or the instrument due to its use;
- 7.16. improper or inadequate maintenance, installation, repair;
- 7.17. the use of the instrument for purposes not intended by the instrument;
- 7.18. use of an improper software key;
- 7.19. incorrect setup of the instrument;
- 7.20. improper environment; abnormal conditions of operation or handling, improper use or operation outside of the specification for the instrument; accident, misuse, contamination, alteration abuse, damage due to neglect, and defects arisen without fault of the Manufacturer (e.g. the damages caused by sharp objects, bending, squeezing, drops, water leakage, radiation, etc.);
- 7.21. damage and defects due to natural disasters, war, terrorist attacks, pandemics or act of god (e.g. lightning strikes, earthquakes, fire, floods etc.) or by coincidence;
- 7.22. unexpected or excessive event, damage and defects due to improper voltage (e.g. electric shocks, unexpected voltage changes etc.), transient or surge current etc;
- 7.23. maintenance or any other interference to the instrument without consent of the Manufacturer or by any person, not authorised by the Manufacturer;
- 7.24. any changes, modifications, repair to the instrument, not approved by the Manufacturer;

- 7.25. connection of the instrument with improperly installed or faulty peripherals;
- 7.26. damage and defects due to virus(es) and other malware, as well as due to use of unlicensed software;
- 7.27. any damage and defects due to transportation of the goods;
- 7.28. if the instrument was not calibrated according to the Terms of Warranty, with valid calibration which we can find in Dewesoft Global instrument database. In this situation, service will be charged without any reminder.

8. The maintenance time and spare-parts supply:

The Manufacturer shall provide maintenance and spare parts for the instrument as far as the replacement components are available and for components under the Warranty, limited to the Warranty period of 7 years, following the date of delivery of the instrument to the Buyer and if all replacement components are available.

In any situation the Manufacturer is not obliged to provide maintenance and spare-parts for the instrument after the Warranty period of 7 years, following the date of delivery of the instrument to the Buyer has expired.

Other components that are not under the Warranty Terms, can be provided to the Customer as long as they are available to the Manufacturer.

9. Notice in relation to the defects liability:

The Warranty does not exclude the rights of the Buyer arising from the defects liability.

10. Model:

11. Serial number:

12. Date of delivery:

13. The seller (date, stamp, signature):

DEWESoft SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, ARISING FROM ANY CAUSE OR THEORY. AUTHORIZED RESELLERS ARE NOT AUTHORIZED TO EXTEND ANY DIFFERENT WARRANTY ON DEWESoft'S BEHALF. IN ANY CIRCUMSTANCE, DEWESOFT TOTAL LIABILITY SHALL BE RESTRICTED IN AGGREGATE TO THE TOTAL VALUE OF THE WARRANTIED INSTRUMENT UNDER THIS WARRANTY.

THE WARRANTY TERMS SHALL IN ALL RESPECTS BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF SLOVENIA. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING IN CONNECTION WITH THIS WARRANTY TERMS, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY THE COMPETENT REGULAR COURT OF SLOVENIA.

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INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. DEWESoft DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE INSTRUMENTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. DEWESoft DOES NOT WARRANT THAT THE OPERATION OF THE INSTRUMENTS WILL BE UNINTERRUPTED OR ERROR FREE.

Enclosures:

1. Technical Reference Manual,
2. List of authorised Dewesoft Services Centres.

THE LIST OF AUTHORISED DEWESoft SERVICE CENTRES

1. **DEWESoft d.o.o. izdelava programske opreme in proizvodnja elektronskih komponent**, Gabrsko 11a, 1420 Trbovlje,
2. [•].