

The General Terms and Conditions for Repair Service of Hardware Products

Repair service of Hardware Products after the expiration of the warranty period shall be governed by the General Terms and Conditions for Repair Service of Hardware Products (hereinafter referred to as the "GTC") unless otherwise agreed in writing between ETAS and Customer.

1. Definitions

- 1.1 "HW Product" means any hardware product which ETAS sells to Customer.
- 1.2 "Repair" means to repair and maintain the function and performance set forth in the specifications of the HW Product.
- 1.3 "Product" means any HW Product which Customer requests ETAS to do the Repair.
- 1.4 "Repaired Product" means any Product to which the Repair has been done or substitute product of the Product.
- 1.5 "Repair Parts" mean any part of the Repaired Product which Repair has been done by ETAS or any replacement part of the Repaired Product.

2. Application

- 2.1 This GTC shall stipulate approaches of the Repair service of the HW Products after the expiration of the warranty period.
- 2.2 Repair service of the HW Products after the expiration of the warranty period shall be for profit.
- 2.3 The Product which ETAS Repairs shall be limited to the Product falling into either of the following items:
 - ① Product which ETAS judges the Product as obviously defective, or
 - ② Product which Customer specifies the defect and ETAS is able to have the defect recur.

3. Repair Request

- 3.1 When Customer requests for the Repair service of the HW Products, Customer shall notify ETAS of the request and the content of the defect, and shall send the Product to ETAS at Customer's expense.
- 3.2 ETAS shall check the content of the defect of the Product based on clause 3 of Art. 2 hereof and shall judge whether the Repair is possible or not, and if the Repair is possible, shall judge whether the Repair of the Product or replacement with a substitution is appropriate.
- 3.3 ETAS may take several weeks to make a judgment set forth in clause 3 of Art. 2 hereof and the preceding clause and to prepare a quotation from receipt of the Product from Customer. Furthermore, in case of the actual Repair or supply of a substitution, ETAS may take additional several weeks.
- 3.4 If Customer requests to ETAS for the Repair service, ETAS accepts the Repair request on condition that Customer acknowledges and agrees that the request for the Repair service needs time as mentioned in the preceding clause and Customer shall not claim for any compensation and other liability regarding damages incurred by Customer due to not being able to use the Product during such period.
- 3.5 Repair contract regarding the Product shall come into effect when ETAS notifies Customer of acceptance of the request for the Repair service which Customer

makes based on the quotation issued by ETAS. In case that Customer requests to cancel the Repair contract after the Repair contract being into effect, Customer shall pay the expense incurred by ETAS due to the Repair service of the Products.

4. Repair Service

- 4.1 The content of the Repair service provided by ETAS shall be the Repair of the Product, supply of a substitution or replacement of parts of the Product.
- 4.2 The substitution of and replacement parts of the Product shall have the same or more function than the Product and parts used in the Product. The title to the parts removed from the Product shall belong to ETAS.

5. Warranty

- 5.1 ETAS shall grant Customer quality warranty of the Repaired Product for twelve (12) months from the shipping date of the Repaired Product from ETAS to Customer.
- 5.2 Any defect of the Repaired Product caused in the warranty period set forth in the preceding clause shall be governed by this GTC, and ETAS shall take measures pursuant to this GTC, provided, however that any defect caused in any part other than Repair Parts shall not be covered by the warranty granted to the Repaired Product.
- 5.3 In case that any defect of the Repaired Product occurs during the warranty period set forth in the clause 1, ETAS shall do the Repair to the Repaired Product, supply a substitution or replace parts of the Repaired Product again without charge. In this case, Customer shall notify ETAS of the request for the Repair and the content of the defect, and send the Repaired Product to ETAS at ETAS' expense.

6. Repair Charge/ Payment

- 6.1 Repair charge and the price of the substitution regarding the Product shall be based on the price list of ETAS.
- 6.2 Customer shall pay the Repair charge or the price set forth in the preceding clause in accordance with the payment term set forth in a quotation issued by ETAS.

7. Exemption

- 7.1 Except the warranty liability set forth in Art. 5 hereof, ETAS shall not assume any and all liability for damages caused due to not being able to use the Product (including not limited to lost profits of Customer and damages based on compensation claim from any third party against Customer).
- 7.2 In case that ETAS fails to deliver the Repaired Product by the due date agreed between ETAS and Customer due to force majeure event which is inevitable by ETAS' reasonable action including not limited to act of God, wars, civil wars, riots, labor disputes, governmental requests, guidance, orders or regulations and accidents in transportation, ETAS shall be exempted from liability for any delay or failure to deliver the Repaired Product.

- 7.3 Before Customer sends the Product to ETAS, Customer shall certainly make a back up of data stored in the Product at Customer's own risk. ETAS may, at its discretion, delete the data stored in the Product in the Repair service. In case that ETAS deletes the data, Customer shall acknowledge that ETAS is not obliged to restore the data after the completion of the Repair service. For avoidance of any doubt, ETAS shall not assume any and all liability for the deleted data.
- 7.4 ETAS may, at its discretion, remove any label which Customer adds to the Product for the purpose such as asset management. In case that ETAS removes the label, Customer shall acknowledge that ETAS is not obliged to recover the label after the completion of the Repair service.
- 7.5 ETAS is not obliged to accept returns and refund regarding the Repaired Product. Warranty for the Repaired Product shall be limited to the content of the warranty set forth in clause 3 of Art. 5 hereof.