

Struers ServiceGuard Terms and Conditions

(Version: 1st January 2017)

The following are Struers ServiceGuard Terms and Conditions (the "Service Terms") between Struers' customer (the "Customer") and Struers (the entity identified on the Struers ServiceGuard Service Agreement or in the order/invoice/confirmation) for the equipment described in the Struers ServiceGuard Service Agreement or in the order/invoice/confirmation. The ServiceGuard Service will be provided by Struers or one of its affiliates or authorized service providers. Reference to the "Agreement" means the Struers ServiceGuard Service Agreement or the order/invoice/confirmation for the ServiceGuard service, including these Service Terms. These Service Terms supplement the Struers Terms and Conditions of Sale, as modified from time to time, which are incorporated herein by reference. Terms not otherwise defined herein shall have the meaning ascribed to them in the Struers Terms and Conditions of Sale.

The coverage and service level under these Service Terms depends on whether Customer selected the "PREVENT Plan" (maintenance only), the "PROTECT Plan" (maintenance + fast recovery service), or the "PERFORM Plan" (tailor-made service) option, which are collectively referred to as the "PLANS" and individually referred to as the "PLAN". The service type, term, and the covered equipment are set forth in the Agreement. The Agreement only covers the Struers-branded equipment, as configured at the time of the Agreement.

A. SERVICES PROVIDED

A.1. Standard Preventive Maintenance Visit

All PLANS are based on Struers Standard Preventive Maintenance visit, which is to be made every 12 months or after 1,500 hours of operation (whichever comes first). For heavier usage the visit frequency in the PLAN must be increased

The maintenance visit consists of, but shall not be limited to, general cleaning, inspection lubrication, replacement of standard wear parts, adjustment of equipment and functional test. The content of maintenance visits is specified in the service checklist available upon request for any equipment

A.1.1. General Cleaning and Inspection

Cleaning does not include removal of excessive swarf, lubricant/abrasive build-up, contamination, etc. resulting from the failure of Customer to perform Struers recommended daily, weekly and/or monthly maintenance.

Cleaning does not include cooling system or components thereof (coolant tank, pump, filter-bed, etc.).

Cleaning does not include the internals of the PC (if applicable).

A.1.2. Lubrication

Lubrication includes adding or replacing oil and/or grease to normally serviced areas of the equipment, as detailed in the relevant service checklist only.

A.1.3. Replacement of Standard Wear Parts

Only wear parts contained in the "Standard Service Kit" specified for the equipment will be replaced, if required. Standard wear parts are typically belts, seals, gaskets, hoses, etc. A list of standard wear parts for the specific equipment will be provided upon request.

Any other parts needed to effect repairs and/or complete the service under the relevant PLAN, or restore the equipment to normal operating parameters will be billed to Customer at Struers' then current labor & spare part rates.

No wear parts are fitted under the relevant PLAN for Struers hardness tester equipment.

A.1.4. Basic Inspection, Verification and/or Adjustments

Non-Hardness Tester Equipment

For non-hardness tester equipment, the maintenance service includes equipment measurement and adjustment of applicable forces, pressures, speeds, etc.

The equipment is technically inspected, evaluated and reviewed. Findings and recommendations are provided in the service report upon completion of the maintenance visit.

Hardness Tester Equipment

The maintenance service visit includes measurement and adjustment of applicable forces, weighting systems, indenter, optical system (excluding camera), internal mechanicals (excluding PC) etc. as specified in the service checklist.

The hardness tester will only be adjusted or calibrated to achieve correct indirect verification results on Struers' test block.

A.1.5. Calibration Certificates

Any adjustments/factory calibrations made will be to "Factory Specification" and will not be ISO17025 accredited. No certificate of any kind (neither a factory certificate nor an ISO17025 accredited certificate) is included as standard part of any PLAN.

A.1.6. Functional test

The visit is finalized by a functional test verifying that all functions of the equipment work as expected.

A.2. PLAN Level Scopes

A.2.1. PREVENT Plan

Under the PREVENT Plan, Struers agrees to perform the specified number of standard preventative maintenance visits as set forth in the Agreement.

The PREVENT Plan visit is preventive in nature and is not intended to serve as an emergency corrective action or repair service.

The PREVENT Plan is not an all-inclusive, unlimited "service contract" covering future equipment failure, service labor, travel labor or replacement parts.

The PREVENT Plan commences on date of invoice and the maintenance visit is scheduled in Struers' discretion at any time within the contract period.

If an expedited or emergency service visit is requested, or if additional repairs are requested before or during the standard maintenance visit, related parts, labor and travel are billed additionally.

A.2.2. PROTECT Plan

The PROTECT Plan includes the services from the PREVENT Plan, plus a fast recovery service which covers future equipment failure, service labor, travel and replacement parts.

The PROTECT Plan does not cover:

- Parts that fail due to lack of daily, weekly, monthly or annual maintenance, as per Instruction Manual;
- Parts that fail as a result of abuse, misuse or repairs not authorized by Struers;
- Parts that fail due to the use of non-Struers consumables.

Any required covered repair can be completed under the PROTECT Plan at a scheduled time and date in accordance with the Service Level Agreement timeframe, and mutually agreed upon by both parties.

A.2.3. PERFORM Plan

The PERFORM Plan can include the services from the PROTECT Plan, and further individually agreed service levels as set forth in the Agreement.

A.3. PLAN Service Warranty

Struers warrants that services performed under the PLANS shall be performed in a professional manner and that materials used will be free from defects for a period of 1 year from completion of services. If such services and/or materials fail to meet this warranty, Struers will, at its sole option and at no charge to Customer, repair or repeat said materials or repeat said services. The foregoing is contingent upon Struers receiving Customer's written notice no later than ten (10) business days from the expiration of the warranty period.

The PLANS and the foregoing warranties do not cover or extend to any equipment, parts or components in the following situations, or services required as a result of such situations:

- Damage resulting from accident, modification, misuse, or abuse of the equipment or component (such as, but not limited to, use of incorrect line voltages, incorrect fuses, or incompatible, defective or inferior devices, supplies or accessories; improper or insufficient ventilation; or failure to follow operating instructions);
- Damage resulting from the use of the equipment or component with non-Struers products or components not authorized or recommended by Struers;
- Damage resulting from an act of God (such as but not limited to, inclement weather, lightning, floods, tornado, earthquakes, and hurricanes) or external causes beyond Customer's control (such as, but not limited to, fire, or failure or fluctuation of electrical power or air conditioning);
- The loading of software, software configurations or any data files;
- The moving of the equipment from one geographic location to another or from one entity to another;
- Where Struers determines there is no trouble found (e.g., the problem cannot be re-created); or
- Equipment or components serviced or installed by third parties not authorized by Struers to perform repairs or service.

Parts or components replaced under the PLANS will be furnished on an exchange basis and the replaced part or component will become the property of Struers.

The warranties set forth herein cover only those services and parts installed by Struers' employees.

THE WARRANTIES SET FORTH HEREIN ARE GIVEN EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. STRUERS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The PLAN does not include replacement of electrodes or disposable items such as reagents, solutions, paper, etc., which would be consumed during operation of the equipment. The PLAN also does not cover any Struers accessories unless otherwise expressly provided for herein.

The PLAN does not cover any hardness tester accessories including the PC, frame grabber, software license, digital camera, any PC-based software.

Struers reserves the option to hold Customer liable for all service and repair costs, including labor, travel and parts, caused by Customer's failure to properly maintain and operate the equipment as specified in the applicable Struers Instruction Manual or through the attachment and use of non-Struers products or accessories.

Whenever possible, all maintenance and repairs will be performed at the place of Customer's business location. However, Struers reserves the right to remove any equipment or component covered by the PLAN in order to service the equipment at other premises.

The PLANS do not apply to equipment returned to Struers' facilities using procedures other than those set forth herein, and Struers shall not be responsible for damage caused during transit of equipment by the carrier.

Struers shall not be responsible for failure or delay in providing services if such failure or delay results from strikes, labor disputes, accidents, fire, explosions, floods, storms, acts of God, inability to obtain parts or labor at a commercially reasonable price, or other causes beyond Struers' reasonable control.

B. CUSTOMERS OBLIGATIONS

B.1. Liabilities

Customer is liable for all charges, including labor, travel and parts, for all repairs not covered under the PLAN.

Customer is liable for all charges, including labor, travel and parts, for all repairs not included due to failure to perform recommended daily, weekly, or monthly maintenance, or due to Customer misuse, abuse, or natural disaster.

Customer shall provide a safe and secure environment for the service technician to perform the services.

B.2. Prior Approval

Customer must request written approval from Struers for any equipment covered by this PLAN that is to be moved from its original site. Unauthorized relocation of any equipment may void the PLAN.

B.3. Responsibility for Loss or Damage of Loaner Equipment

The following terms apply if and when loaner equipment ("Loaner") is provided by Struers:

- Customer must use the Loaner only in the same regular working conditions applicable to the original equipment.
- Customer must handle the Loaner with care and as required for the original equipment and not modify its look or functionality.
- Customer must return Loaner at the time the original equipment is returned to Customer. Otherwise, Struers reserves the right to charge a rental fee at current rate for each day that the Loaner is late in being returned. Such fee may be waived by Struers, in its discretion, if Customer provides Struers with advance notice of the delay and the reason therefore.
- Customer assumes full responsibility for any and all loss or damage of equipment that Struers loans to Customer for any reason, not caused by normal use/wear of the equipment.

B.4. Limitation of Remedies

Customer's sole and exclusive remedy and Struers' entire, collective liability in contract, tort or otherwise, under this Agreement is the repair of the defective equipment or components in accordance with this Agreement. If Struers is unable to make such repair, Customer's sole and exclusive remedy and Struers' entire liability will be the payment of actual damages not to exceed the charge paid by Customer or, if no charge was paid, the then current published charge for the service under this Agreement. Under no circumstances will Struers or any of its employees, agents or representatives be liable to Customer or any other person for any loss or damages on account of its or their activities in connection with a PLAN or these Service Terms, including, without limitation, loss of profits, loss of use of equipment, results of use of the equipment, or of any other loss or damages of any kind, including, without limitation, any indirect, incidental, special, exemplary, punitive or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this Agreement, or out of the use of, or inability to use the equipment or any Loaner, or out of the use of any service materials provided hereunder. This Agreement gives Customer specific legal rights, and Customer may have other rights that vary depending on Customer's state or country. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages or implied warranties, so the above exclusions may not apply.

C. UNAUTHORIZED REPAIR, MODIFICATIONS, ETC.

Struers' obligations under this PLAN and these Service Terms shall be declared null and void if it is determined that the equipment covered by this PLAN has been modified, altered, or repaired by others in such a way as to cause an adverse effect upon its reliability or functionality.

D. SERVICE SPECIFIC ASSUMPTIONS

Technicians will have free and open access to all necessary areas to complete the service, and the environment shall be safe and secure.

Parking shall be provided for Struers technicians.

Any delays caused by others that result in the "downtime" of Struers representatives will be billed per hour, per person, at Struers' current field service rates. Should the delay cause the work to be rescheduled, additional expenses incurred by Struers will be invoiced to Customer. These additional expenses may include, but are not limited to, travel expense, airfare, parts, and freight, etc.

Struers assumes all work to be performed in a non-labor union environment. Any discrepancies or delays associated with a labor union environment will be billed as extra cost if work is delayed.

Performance of the services assumes no special certifications and/or security clearances/requirements are necessary to accomplish the scope of work under the PLAN. If required, the costs to obtain these certifications/clearances will be billed to Customer.

Delays in scheduled PLAN service jobs caused by on-site changes to the scope of work (additional parts, additional labor, etc.) may result in additional charges to Customer.

Struers will remove all trash generated from the services to a Customer provided trash receptacle.

E. ACCEPTANCE

All equipment must be in proper working order before it can be placed on a PLAN.

Struers reserves the right to inspect and repair equipment at its then current labor and travel rates before validating and accepting the equipment to be covered by a PLAN.

F. STRUERS' RIGHT TO CANCEL

Struers reserves the right to cancel this Agreement or any PLAN if Struers determines that it is not economically or commercially feasible to continue with this Agreement or any PLAN due to equipment obsolescence, lack of spare parts or availability of skill sets, facilities or tools required to maintain or repair the equipment. In such case, Struers shall provide Customer with thirty (30) days' notice of cancellation and shall determine, in its sole discretion, the equitable adjustment, if any, for Customer's cost of the cancelled PLAN. Such adjustment may be a refund for the remaining portion of this Agreement or a credit for future purchases of new or upgraded Struers products.

G. ENTIRE AGREEMENT

This Agreement, including the provisions of the Struers Terms and Conditions of Sale that are incorporated herein and that also cover the rendering of services by Struers, is the entire agreement between Customer and Struers with respect to its subject matter, and none of Struers' employees or agents may orally vary these Service Terms. In the event of a conflict among the terms, the terms of the PLAN shall take priority, followed by the Service Terms and then the Struers Terms and Conditions of Sale. The Struers Terms and Condition of Sale are available upon request or at www.struers.com/Terms-and-Conditions-of-sale.