

Hardware

Product Specific Maintenance Services Terms

These Hardware Product Specific Maintenance Services Terms (“Hardware Maintenance Terms”) supplement the General SISW Maintenance Services Terms and apply solely to Products identified on the Order Form as “HW.” These Hardware Maintenance Terms, together with the General SISW Maintenance Services Terms, the EULA and other applicable Supplemental Terms, form the agreement between the parties (“Agreement”). Capitalized terms used herein have the same meaning as defined in the Agreement.

- 1. HARDWARE SERVICE PACKS.** Four specific types of standardized Maintenance Services packages related to Siemens Hardware (“Service Packs”) are available for purchase: (i) the Systems installation Service Pack (“Installation”), (ii) the calibration Service Pack (“Calibration”), (iii) the warranty extension Service Pack (“Warranty Extension”), and (iv) the support Service Pack (“Support”). Not all Service Packs are made available for each Siemens Hardware product and some Service Packs may be offered only in combination with Maintenance Services for Software which forms a System together with that Siemens Hardware.
 - 1.1 Installation.** The Installation Service Pack entitles Customer to call upon SISW once during the term of the Installation Service Pack to install the System during normal working hours at the location specified in the Order Form or as otherwise agreed by the parties. SISW will not be obligated to install the System if: (a) Customer does not notify SISW that Customer has received the System; (b) the System has been modified without SISW’s written consent; or (c) the System has been subject to unusual physical or environmental stress, misuse, or other damage.
 - 1.2 Calibration.** The Calibration Service Pack entitles Customer to call upon SISW once during the term of the Calibration Service Pack to calibrate a Siemens Hardware in order for that Product to maintain its data acquisition or measurement capabilities within the tolerances provided in the specifications set out in the SISW product documentation or fact sheet for the Siemens Hardware which was in effect at the time of delivery.
 - 1.3 Warranty Extension.** The Warranty Extension Service Pack effectively extends the Warranty Period for an additional period of time as specified in the Order Form. Provided that Calibration is generally made available for purchase for that specific Siemens Hardware, Warranty Extension includes Calibration.
 - 1.4 Support.** The Support Service Pack includes Warranty Extension and provision of technical advice with respect to (i) the use of the Siemens Hardware and (ii) the correction or troubleshooting of any errors, defects or malfunctions of the Siemens Hardware to Customer by telephone or e-mail.
- 2. SPECIAL CONDITIONS FOR HARDWARE SERVICE PACKS.**
 - 2.1 Separate Purchase.** Service Packs are not included in a standard Hardware purchase and must always be purchased separately, unless the Order expressly states that the Service Pack is included.
 - 2.2 Conditions.** In the event Service Packs are ordered after expiry of the Warranty Period or the term of a preceding Service Pack, SISW reserves the right in its sole discretion to either (a) perform a system check and make a price-offer for repair before Customer can purchase Calibration, Warranty Extension and/or Support or (b) charge a fee equal to the number of Warranty Extension Service Packs that would have been necessary to cover the term as from the expiration date of the initial Warranty Period or the last Service Pack of the same type, whichever is later.
 - 2.3 Exclusions.** Service Packs do not cover defects or malfunctions in Siemens Hardware resulting from any actions, situations or events which are excluded from warranty or cause warranty to be voided as provided in the then-current relevant terms and conditions applicable to the sale of that particular type of Hardware.
 - 2.4 Upgrades.** Upgrades of Hardware, components or modules are not included in any Service Packs and are always charged separately. A module is considered upgraded when, after the (re)delivery of the relevant Siemens Hardware to Customer, it carries a new product identification number that corresponds to a different entry on the SISW pricelist. Such upgrades are only performed upon an express separate Order.
 - 2.5 Location of Performance.** Except for Maintenance Services relating to Siemens Hardware of the MicReD and Veloce family, the purchased Maintenance Services are by default performed in one of SISW’s regional offices (decided at the sole discretion of SISW). Each party will bear the costs related to shipping the relevant Siemens Hardware to the other party’s relevant address for the performance of the Hardware Maintenance Services. If an on-site visit is requested by Customer and agreed to by SISW, Customer agrees to bear the travel expenses for lodging, travel time and transportation for such on-site visit.

- 2.6 Relocation.** For Hardware with an active Service Pack which requires one or more on-site visits from SISW personnel, Customer will, prior to relocation of any such Hardware, provide SISW with advance written notice of such relocation. If the new location is outside SISW's normal on-site service area, SISW will have the right to cancel any related Service Packs.
- 2.7 Access.** In order to perform testing and fault isolation with minimal system interruption, SISW may request, and Customer will not unreasonably withhold its permission to allow, remote log-in access for the purpose of running diagnostics to detect failures. To implement such services, SISW may establish and test remote system log-in access to hardware during installation or when performing Maintenance Services.
- 2.8 Return and Replacement.** Replaced Hardware or parts are the property of SISW. If Customer does not return replaced Hardware or parts within 30 days from receipt of the replacement, SISW will invoice Customer and Customer shall pay the current list price. For some products or service options, Customer shall replace the malfunctioning part with the appropriate part included in the standard maintenance kit provided by SISW with the replacement Hardware, and Customer will return the malfunctioning part to SISW for replacement as noted above.
- 3. HARDWARE SERVICE PACK WARRANTY.** SISW's sole representation and warranty for Service Packs is that the services will be performed in a professional and workmanlike manner.
- 4. SUBCONTRACTING – ASSIGNMENT.** SISW will be entitled to subcontract some or all of its obligations to provide services under a Service Pack to a third party, who will have the same rights and obligations as SISW has hereunder.
- 5. TERM AND TERMINATION.** The term of the Service Pack will commence on the effective date specified in the Order Form and continue for a period of one (1) year, or such longer period of time as agreed by the parties in the Order Form. Service Packs purchased by Customer can only be terminated in accordance with the termination provision contained in the Agreement. Termination shall not affect the rights of the parties which have accrued prior to termination.