

BEAMEX, INC. ADDITIONAL TERMS FOR BEAMEX CARE PLAN (11/2017)

1. DEFINITIONS

- 1.1 **Service** shall mean the services specified in Section 3 of this Agreement and performed by Supplier to Customer.
- 1.2 **Equipment** shall mean the Customer's measurement device covered under this agreement for equipment maintenance.
- 1.3 **Defect** shall mean that the Service does not substantially comply with what has been described in the Agreement.

2. EQUIPMENT CONSTITUTING THE OBJECT OF THE SERVICE

- 2.1 The Equipment constituting the object of the Service is listed in Supplier's offer or an annex to this Agreement.

3. SCOPE OF SERVICE

- 3.1 During the term of this Agreement and in consideration of the service fees referred in clause 6.1, Customer is entitled to receive and Supplier shall have available the following Service for Equipment:

- a) **Calibration of Equipment.** Calibration consists of comparing the performance of the Customer's Equipment against standards of known accuracy. Supplier's procedures will be followed when performing the calibration. The calibration of Equipment shall be performed by a NIST-traceable calibration facility once a year (for the purposes of this clause, "year" means each 12-month period of the Agreement). If Customer requires that Equipment must be calibrated more frequently than once a year, such additional calibration shall be considered Additional Services as described in clause 4.1. During the calibration, Supplier shall (i) clean the device; (ii) check the working condition of the device; (iii) perform as-found measurement; (iv) adjust the device, if required, to bring it within specifications; (v) perform as-left measurement; and (vi) if available, install new firmware upgrades, which may contain new and/or improved functionality.
- b) **Documentation.** In connection with calibration of Equipment, Supplier shall provide a calibration certificate verifying that the Equipment's performance was compared against standards of known accuracy. The certificate will include all required elements as stated in the quality standard applied by Supplier.
- c) **Extended warranty.** Any MC2 Series, MC4, MC5 and/or MC6 Series product included in Equipment shall be warranted in accordance with Supplier's standard hardware warranty terms up to six (6) years (starting from the date of shipment of the device from manufacturer's premises), provided that the standard warranty period has not yet expired for any such device.
- d) **Repair.** Repair of damages caused to Equipment by accidental breakage. To the extent that the damage to Equipment is caused by accidental breakage, Supplier shall, at its option, either repair or replace the Equipment. The Repair coverage is limited to one incident per year per device. Notwithstanding the foregoing, Supplier is not obliged to repair or replace the Equipment if the Equipment shows signs or the Supplier has other good reason to believe that the damage is due to misuse, use in abnormal environmental conditions or if the Equipment is not used or stored in accordance with the instruction manual(s) and/or user guide.
- e) **Replacement of wearable parts.** The following wearable parts that fail due to normal wear and tear may be replaced up to one time per year per device: hand strap, shoulder strap, membrane keyboard, rechargeable battery and display shield/touch panel.
- f) **Return shipment.** Supplier shall return Equipment serviced under this Agreement to Customer at no charge for standard shipping methods in accordance with Supplier's shipping instructions and guidelines. Charges for expedited shipment requested by Customer will be invoiced separately.
- g) **Annual notification of calibrations due.** Annual email reminder sent to Customer's technical contact no later than thirty (30) days before the calibration for the Equipment is due.
- h) **Help desk services.** Remote help desk service for providing assistance in addressing technical questions related to Equipment. The Help Desk Services are accessible by phone, fax or email in accordance with the service hours described in Section 5. The remote helpdesk support is available at minimum in English language.

- 3.2 **Turn-around times for calibration and repair.** Supplier shall use its best efforts in aiming to keep the turn-around time for calibration in ten (10) full working days at most, provided that Customer has scheduled for the calibration at least ten (10) working days in advance. Notwithstanding the foregoing, the aforementioned target turn-around time for any FB/MB Series temperature dry blocks is fifteen (15) full working days. Supplier shall use its best efforts in aiming to keep the turn-around time for repair in twenty-five (25) full working days at most, provided that Customer has scheduled for the repair at least ten (10) working days in advance. When scheduling the repair the Customer must provide a detailed description of the defect or damage that causes the need for repair. Turnaround time is measured in elapsed workdays from the time the Equipment is received at Supplier's calibration service facility until it leaves Supplier's calibration service facility.

4. ADDITIONAL SERVICES

- 4.1 Any other services than the services listed above in clause 3.1 shall be considered as additional services ("Additional Services") outside the scope of this Agreement. In case the Parties mutually agree that Additional Services shall be performed, Customer shall pay for the Additional Services in accordance with Supplier's then current service price list, unless otherwise agreed in writing.

5. SERVICE HOURS

- 5.1 Supplier shall perform its service tasks and duties during the following service hours: Monday to Friday, 9 AM to 4 PM (the time zone in Supplier's domicile), excluding public holidays.

6. SERVICE FEES

- 6.1 The service fees for each twelve (12) month period of this Agreement are outlined in Supplier's offer or an annex to this Agreement.

7. TECHNICAL CONTACTS

- 7.1 Supplier's help desk:

Beamex, Inc.
2152 Northwest Parkway SE
Marietta, Georgia
USA
Tel: +1 (770)951-1927
Email: support.usa@beamex.com

- 7.2 Customer's technical contact details are outlined in the Supplier's offer or an annex to this Agreement.

8. CUSTOMER'S GENERAL OBLIGATIONS

- 8.1 Customer is responsible for returning and delivering the Equipment to Supplier for Service. Unless the Equipment will be delivered in person by Customer, Customer shall: (i) package the Equipment carefully in a proper shipping carton; and (ii) ship the Equipment to the designated Beamex Service Center.
- 8.2 Supplier shall cover the shipping costs related to returning and delivering the Equipment to Supplier for Service, provided that Customer follows Supplier's shipping instructions.

9. DATA PROTECTION

- 9.1 Customer acknowledges that Supplier will not be responsible for the security, protection or safe return of information, software or other materials that may be provided by Customer together with Equipment serviced under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials, information and data.

10. PRICING, PAYMENT TERMS AND EXPENSES

- 10.1 Unless otherwise mutually agreed in writing, Supplier shall invoice Customer for the Service in advance at 12-month intervals.
- 10.2 If Supplier performs the Service outside Supplier's regular office hours at Customer's request, Supplier is entitled to invoice additional prices and charges in accordance with Supplier's effective price list.
- 10.3 The prices for Products shall be net prices exclusive of any taxes (such as Sales tax), customs, public charges, installation or freight costs which shall be payable by Customer, if any. Sales tax shall be added to the prices in accordance with regulations in force from time to time. If the amount of Sales tax or other public charges determined by the authorities or their collection basis change, the prices are revised accordingly.
- 10.4 Supplier shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required for performing the Service and approved of by Customer. Supplier shall be entitled to invoice the travel and accommodation expenses and the daily allowance according to the factual expenses by receiving prior written consent from Customer.
- 10.5 If Customer's payment is delayed for more than thirty (30) days from the due date of the invoice, and provided that Supplier has notified Customer thereof in writing, Supplier shall be entitled to refrain from its performance under this Agreement without any liability until Customer submits all overdue payments to Supplier. Furthermore, if Customer's payment is delayed the above-mentioned period, Supplier is entitled to rescind the Agreement in whole or in part, provided that (a) Supplier has notified Customer thereof in writing; and (b) Customer has not given a bank guarantee or equivalent security accepted by Supplier. The remedies set out in this clause are without prejudice to any additional rights that Supplier may have arising in connection with a delayed payment.
- 10.6 If Supplier performs services that are not covered by the recurring service fee paid for the Service, Supplier shall invoice such Additional Services in accordance with the prices the Parties have mutually agreed in writing and on beforehand. If the Parties have failed to agree upon a certain price for such services, Supplier's price list effective at the date of service order shall apply.
- 10.7 Unless otherwise agreed in writing, the payment terms are thirty (30) days net from the date of delivery of the invoice. Interest rate on delayed payments is 8 % per annum.

11. LIMITATION OF LIABILITY

- 11.1 The liability of Supplier to Customer in respect of any claim for loss, damage or expense of any nature (whether in contract, tort (including negligence), warranty or otherwise) shall in no circumstances exceed in the aggregate the average annual service fees paid by Customer to Supplier under this Agreement.

12. TERM

- 12.1 Unless otherwise specified in the Supplier's offer, this Agreement shall remain in force and valid for a fixed term period of **36 months**.

13. GENERAL PROVISIONS

- 13.1 ONLY EQUIPMENT THAT ARE IN GOOD WORKING CONDITION AT THE EFFECTIVE DATE OF THE AGREEMENT CAN BE INCLUDED IN THE SCOPE OF AN AGREEMENT. IF SUCH EQUIPMENT HAS BEEN INCLUDED IN THE AGREEMENT THAT WERE NOT IN GOOD WORKING CONDITION AT THE EFFECTIVE DATE OR SUPPLIER HAS GOOD AND JUSTIFIED REASON TO BELIEVE THAT THE EQUIPMENT WAS NOT IN GOOD WORKING CONDITION AT THE EFFECTIVE DATE, SUPPLIER HAS THE RIGHT TO, BY GIVING NOTICE TO CUSTOMER, REMOVE SUCH EQUIPMENT FROM THE SCOPE OF THE AGREEMENT WITHOUT ANY LIABILITY TO CUSTOMER.

14. OTHER TERMS AND ORDER OF PRIORITY

- 14.1 The following general terms and conditions form an integral part of the Agreement. To the extent that there is a conflict among the different applicable terms, following hierarchy shall apply:
 - a) Beamex Additional Terms for Beamex Care Plan
 - b) Beamex Additional Terms for Sale and Provision of Services (available at www.beamex.com/general-terms-conditions-usa/)
 - c) Beamex General Terms of Sale (available at www.beamex.com/general-terms-conditions-usa/)