

Aliter Technologies Terms and Conditions of Warranty and Claim Procedures

General information:

These Terms and Conditions of Warranty and Claim Procedures (henceforth referred to as TCWC) represent a set of information on the terms and conditions of warranty as provided by Aliter Technologies, a.s., registered seat at Turčianska 16, Bratislava 821 09, Company registration number: 36 831 221, registered in the business register of the Bratislava I District Court, Section Sa, Insert no. 5375/B (henceforward referred to as "The Supplier").

In these Terms and Conditions of Warranty and Claim Procedure:

Customer:

Natural or legal entity that entered into a due and proper contract with the Supplier whether via a separate agreement, filing of a due order accepted by the Supplier, or by accepting the goods or services based on the delivery note, invoice, service protocol, acceptance protocol or any other adequate document stating Product delivery by the Supplier as laid down below.

Product:

Delivered goods, services and/or performance and/or system and/or work and all of this as a set of delivered goods and services resulting in a functional system in compliance with a relevant order or contract entered into between the third party ordering the goods and/or services (henceforth referred to as "the Customer") and the Supplier.

Product may consist of autonomous subsystems, equipment and components that may also be considered as the Product for the purpose of these Terms and Conditions of Warranty and Claim Procedures as far as the level of the respective pieces of equipments and components that can be clearly identified based on product numbers of the producers.

These Terms and Conditions of Warranty and Claim Procedures do not apply to software of third parties that was not specifically created by the contractor or on contractor's behalf for the Product, for which the proprietor of ownership rights or copyright labelling such software is a party other than the contractor and to which specific licence, service or warranty terms and conditions apply specified by the proprietor of such copyright to such software.

Product defect:

Any deviation in parameters of the Product from the parameters as laid down in the Acceptance criteria or a deviation from parameters laid down in the accompanying technical documentation to the Product or any deviation from the Product parameters defined in the order and/or contract entered into between the Customer and the Supplier. This applies to systemic defects, Product defects or loss of service availability that occurred during usage of the system in conditions defined in the system manuals and terms and conditions of warranty.

Emergency accident:

Emergency is an event when the conditions of operations defined in the system manuals and the Terms and conditions of warranty are not complied with even if for a limited period of time. Handling of emergency defects is not a subject of the Terms and Conditions of Warranty and Claim Procedures.

Operator:

A natural or legal entity whose Product was delivered, accepted for operation or for usage. From the moment of acceptance, the Operator is responsible for operating, storing or transportation of the accepted Product.

Provisions about the Operator apply reasonably also to the Customer and vice versa.

Prophylactic inspections:

Are regular compulsory technical inspections that are carried out by trained personnel of the Supplier or a natural or legal entity delegated by the Supplier once a year unless stated otherwise in the technical

conditions of the specific Product. Prophylactic inspections are subject to a separate fee due to the Supplier that is not included in the Product price. The price of Prophylactic inspections is stated in the valid pricelist [A1] of the Supplier.

Basic and technical maintenance:

Basic and technical maintenance refers to the maintenance that the Operator/ Customer is obliged to carry out on their own at their own expense in compliance with the manuals and technical documentation of the specific Product.

1. Warranty and warranty period:

1.1 Customer is obliged to inspect every Product delivered by the Supplier and to review its quality and functionality in compliance with the respective technical specification of the Product or the parameters defined in the order and/or contract entered into between the Customer and the Supplier as soon as possible after the delivery and acceptance including completeness of the delivery. Should the Customer fail to do so, the party is then not entitled to claim defects detected during such inspection unless they prove that the Product had already possessed these defects at the time of Product acceptance.

1.2 Supplier provides the Customer with a 24-month warranty on a Product which is delivered, accepted and paid for by the Customer starting on the date of Product delivery by the Supplier unless agreed otherwise in writing. The warranty period starts effectively from the moment of Product delivery and the signature of the Delivery protocol (if there is no Delivery protocol than the signature of Delivery note or Acceptance protocol) by the Supplier until the end of the warranty. The warranty applies to the added value within the Product of the Supplier in relation to the section 2.5 of this Article. The warranty only applies provided that these Terms and Conditions of Warranty and Claim Procedures are complied with.

1.3 Customer's entitlement to warranty provided by the Supplier ceases to exist in case of:

- a) Failure to present a document stating payment, delivery note or warranty certificate,
- b) Failure to present Product accessories or Product documentation,
- c) Failure to notify the Supplier of evident defect upon acceptance of the Product,
- d) Lapsing of the Product warranty period,
- e) Exclusion from warranty as laid down in Article 5 of these TCWC.
- f) Termination of the warranty by a proven failure to comply with the Duties of the Operator as laid down in Article 3 of these TCWC.,

Within the warranty period, the Supplier will provide free of charge elimination or repair of the defects that are proven to have occurred due to defective material, parts, construction or defective execution of the Product, in case of an indelible defect that prevents due usage of the Product as a defect-free product, the Customer is entitled to Product replacement and other claims from defects stated in the contract with the Supplier provided that the Customer meets the below conditions of entitlement to product replacement and other claims from defects stated in the contract with the Supplier.

1.4 Some Product parts or equipment have different warranty from the warranty provided for the individual equipment; this warranty is stated in the Product technical documentation and it is a producer's warranty stated for a specific part or equipment and may be shorter than the warranty provided for the Product delivered by the Supplier.

1.5 Warranty for parts used in the equipment is generally included in the warranty for the whole Product. Some parts used in various pieces of equipment or perhaps in newer generation of parts can be subject to another warranty covering them individually as parts and therefore different from the warranty of the Product itself.

1.6 Supplier may provide a warranty different from the Product warranty for Parts that are subject to wear and tear or parts with life-cycle shorter than the life-cycle of the Product as a whole.

2. Duties of the Operator:

- 2.1 The Operator is obliged to ensure that the Product is used and operated only by trained personnel.
- 2.2 The Operator is obliged to ensure that the Product is used, operated, stored and transported only in compliance with its specification, operation and maintenance manuals that were delivered by the producers of the respective components and that were delivered to the Customer.
- 2.3 When operating the Product, the Operator is obliged to use only background data, documents, instructions, items and components authorised by the Supplier.
- 2.4 The Operator may not carry out any modifications that are unprofessional, unapproved or not recommended by the Supplier. Prove of such activity will result in the loss of warranty.
- 2.5 The Operator is obliged to carry out Basic and Technical Maintenance of the Product in compliance with the manuals and technical documentation delivered with the Product.
- 2.6 The Product is composed of various types and kinds of sophisticated pieces of equipment. Besides Basic and Technical Maintenance carried out by the Operator, these require carrying out of Prophylactic inspections. The Supplier requires that Prophylactic inspections are carried out in regular 12-month intervals by the service personnel of the Supplier or by any entity delegated by the Supplier during warranty period unless stated otherwise in the technical documentation. Carrying out of Prophylactic inspections by the specified deadline is a condition of continued duration of the Warranty.

3. Terms and conditions of claim procedures:

- 3.1 Meeting of the Duties by the operator is the condition of warranty validity. Should the Operator fail to carry out any of the duties in compliance with the Article 3, the Supplier is not obliged to acknowledge validity of such claim or may choose to terminate the Product warranty.
- 3.2 The Supplier declares that the Product is free of legal defects in ownership and declares that the prospective claims ensuing from licence contracts related to the goods that represent the subject of the contract are settled.
- 3.3 If requested by the Customer, the Supplier shall deliver Certificate of Compliance declaring that the Product as delivered by the Supplier meets all the requirements stated in the contract or in the order concluded between the Supplier and the Customer.
- 3.4 The Supplier is responsible for the defects in the design and material at the time of Product delivery to the Customer.
- 3.5 The Supplier is responsible for the defects of the Product detected upon delivery as well as for the defect occurring on the Product or its part during the warranty period besides the defects defined in the Article 5.
- 3.6 Operator/Customer must notify the Supplier in writing (by a letter or an e-mail) to one of the following contacts about the identified defect and file for a claim without unnecessary delay after such fault is detected:
- a) Mail: Aliter Technologies, a.s., Turčianska 16, 821 09 Bratislava
 - b) e-mail: hotline@aliter.com
- 3.7 When filing for the claim, true information must be stated in the claim application form of the Supplier. Claim only covers the defects stated in the claim application form and in the following minimum extent:
- a) Contract number and/or order and/or delivery note
 - b) Staff member who identified the defect, contact details
 - c) Date, time and location of identification

- d) Circumstances of defect identification
- e) Brief description of the problem
- f) Model and serial number of the equipment
- g) Include the contact detail of the Operator's employees who can be contacted regarding the description and defect elimination.

3.8 After identification of the defect, the Customer/Operator shall not use the Product or its damaged part without consulting the Supplier. Should this point not be complied with, the Supplier shall not be held accountable for the subsequent defects caused by using of the damaged Product or its part.

3.9 The Supplier obliges for the period of warranty duration to provide free of charge elimination of all Product defects listed in the claim application form that these TCWC may be applied to.

3.10 The Supplier obliges for the period of warranty duration at its sole discretion to repair or replace all hardware components and/or Products that will be acknowledged as defecting or faulty as a result of defective design, manufacture or processing or substantial deviations from the specified parameters or Product specifications defined in the order and/or contract entered into between the Customer and the Supplier provided that the delivery or development of hardware products is a subject of delivery and that:

- a) Hardware Products (or their samples showing alleged defects) are returned to the Supplier duly packaged, while the costs of transport are covered by the Customer/Provider,
- b) Hardware Products were not used for a purpose different from that for which they were delivered, they were not damaged, modified or repaired by any personnel, agent or sub-contractor of the Customer,
- c) If the hardware Products were manufactured in compliance with the assignment, design or specification of the Customer and the defects didn't occur due to a defect or incorrect assignment, design or specification delivered by the Customer,
- d) If the hardware Products were delivered, installed and /or launched into operation by another entity than the Supplier, its employees, agents or subcontractors and the defects on the Product were not and are not cause by such delivery, installation or launch into operation,
- e) The Product defect is not a result of wear and tear, intentional damage, negligence, unreasonable usage or failure to comply with the instructions or manuals provided by the Supplier,
- f) All due payments related to the delivered hardware product have been settled.

This has no prejudice in any way the Article 5 of these TCWC.

3.11 The Supplier may, at its sole discretion and based on Customer's consent that will not be refused without substantial reason, send its agent or staff to repair or replace the hardware Products. Should the Supplier's agent deem the claimed/alleged defects as non-existent after arriving at the Customer's premises or that they are a result of any of the causes stated in the sections a) to e) of the preceding point of these TCWC, than the Supplier has no duty or obligation to carry out any of the repairs or replace the faulty parts of the Product while the Supplier is equally entitled to damage of all costs and expenditures incurred in relation to sending its personnel to the Customer's premises,

3.12 The Supplier will decide in advance and at its sole discretion and in compliance with these TCWC about the delivery of the faulty component or inspecting of the defect by the Supplier at the Operator's/ Customer's premises. Should the Supplier decide that such faulty component/ Product as a whole is to be delivered, Customer shall deliver, at its own costs, the faulty part of the Product/ whole Product that is the subject of claim to the Supplier. The Customer shall deliver the faulty part of the Product to the location in the Slovak Republic agreed by both parties within 5 days following the acceptance of the written claim by the Supplier, unless the Supplier decides that such delivery is not necessary. The costs of returning the Product part to the Customer after handling of the claim shall be incurred by the Supplier. Claim procedure concerning the Product that can objectively be delivered to the Supplier begins on the day when the Customer meets in a cumulative manner all the following conditions:

- a) Delivery of the claim application form to the Supplier by mail or electronic mail (e-mail),
- b) Delivery of the Product that is the subject of the claim including its accessories, access passwords and codes.

3.13 Claim procedure regarding the Product that may not be objectively delivered to the Supplier based on the Supplier's decision in compliance with section 4.10 of this Article begins on the day when the Customer meets in a cumulative manner all the following conditions:

- a) Delivery of the claim application form to the Supplier by mail or electronic mail (e-mail),
- b) Carrying out of an inspection of the goods by an entity authorised by the Supplier that will carry out a written confirmation and will deliver one copy to the Customer,
- c) Delivery of the access passwords and codes to the Supplier either in person or by mail.

3.14 Customer does not have any right to apply the warranty on Product defects that the Supplier informed the Customer about when entering into the contract or the defect that the customer must have been aware of taking into account the circumstances of entering into the contract.

3.15 The Supplier reserves the right to replace a faulty Product with another/similar product with comparable technical parameters.

3.16 The Supplier will, on the date of initiation of the claim procedure, deliver the Customer a document certifying acceptance of claim in the reasonable form selected by the Supplier in which the Supplier is obliged to state the Product defects and the date of initiation of the claim procedures. This document shall serve the Customer as a document for collection of the Product that is the subject of claim procedure.

3.17 The Supplier is obliged to determine the manner of handling of the claim immediately; in complex cases not later than in 3 working days after the claim is submitted; in reasonable cases, especially if complex assessment of technical conditions of a product or service is required, not later than within 30 days after submitting the claim and after specifying of the manner of claim handling the claim shall be handled immediately, in reasonable cases the claim may be handled later (especially if the respective Product components are manufactured outside Slovakia). Product defect repairs may be carried out by:

- a) The Operator – with the Supplier's assistance over the telephone. The Supplier shall contact the Operator after the defect has been reported (Article 4.6) in order to obtain assistance in eliminating the defect,
- b) the Supplier – on-site support – inspection of the equipment at a location inside Slovakia, analysis, problem solving, repair or dismantling and replacement of the equipment, in compliance with Article 4.; if the warranty does not concern the Product but the Customer still requires elimination of the defect, the assistance and repair shall be provided as a paid service based on the rate determined by the Supplier.

3.18 Customer or the Operator is not authorised to compensation for any damage caused by a failure of the component that may be subject or that is a subject of claim filing.

3.19 In case the claim is applied by the Customer / Operator, the warranty period applied to the respective faulty component is discontinued and is reassumed on the day of elimination of the defect that is the subject of the claim without prejudice to the warranty period of the remaining parts of the Product. In case of repair or replacement of faulty parts of the Product, the warranty period for these parts is extended by the period of time lapsing from the moment of accepting justified claim of the Customer/ Operator until the moment the claim is handled.

3.20 Should the Operator / Customer file for a claim that will turn out to be unjustified after inspection by the Supplier and thus not applicable in compliance with these TCWC, the Supplier is authorised to reject such claim. Should the expert professional inspection by a third party carried out at the Customer's expenses identify the unjustified character of such claim by the Customer, determine that the Supplier is not to be held accountable for the defect, or the Product does not have defects (henceforth referred to as 'unjustified claim'), the Supplier is not obliged to eliminate such defects at its own expenses within the warranty period and the Customer is obliged to cover the elimination of such defects at its own expense based on the price stated by the Supplier as a separately charged service. Should the expert professional inspection by a third party carried out at the Customer's expense identify the justified character of such claim by the Customer, determine that the Supplier is to be held accountable for the defect, or the Product does have defects (henceforth referred to as 'justified claim'), the Supplier shall handle such justified claim in the manner typical for standard claim handling in compliance with these TCWC without any further duties or obligation based on other potential entitlements of the Customer/Operator.

3.21 The Supplier shall issue a written document certifying the claim handling not later than 30 days after the claim is filed for.

3.22 If the defect can be eliminated, the claim shall be handled in the following manner:

- a) The Supplier shall ensure the defect is eliminated, or
- b) The Supplier shall replace the faulty Product.

3.23 If the defect cannot be eliminated or the claim concerns a single repeated defect that can be eliminated that prevents the Product from being properly used as if without defects, the Supplier shall handle the claim by:

- a) Replacing the Product with another, functioning one with the same or better technical parameters, or
- b) Complying with one of the remaining entitlements of the Customer as laid down in the provisions stated in the contract concluded with the Supplier.

3.24 The Supplier provides a 90-day warranty for all spare parts related to material and workmanship or for the period of time corresponding to the remaining warranty period for the Product that they are supposed to replace or in which they are used always depending on which of the two periods is longer.

4. Exclusions form the warranty:

4.1 The warranty may not be applied to defects caused by:

- a) Improper manipulation or treatment in contradiction with the delivered documentation,
- b) Failure to comply with the instructions in the service and maintenance manual,
- c) Improper storage,
- d) Improper transport,
- e) Failure to comply with the principles of using the equipment, failure to comply with the valid norms and regulations,
- f) Damage or destruction caused by external influence – e.g. defect of another equipment that is connected to the Product or one of its parts, destruction or damage of the Product caused by external short circuit, destruction or damage of the Product caused by water from water mains and water mains equipment, destruction or damage of the Product caused by incursion of an alien object that is not part of the equipment, by consumables and liquids (e.g. coffee, mineral water) etc.,
- g) Mechanical damage or destruction as a result of an impact, fall, military or combat training activity etc.,
- h) External circumstances and was not caused by the Supplier or by the entities that assisted the Supplier in meeting their duties and obligations,
- i) Change in configuration or installation by installation of software unauthorised by the Supplier or by a third party software,
- j) Appearance of minor shortcomings in product look (e.g.: scratched surface – a scratch on the varnished glass or enamelled surface, tiny cracks of the plastic cover etc.),
- k) Natural wear and tear as a result of Product usage and by consumption of cartridges, toners, consumption material etc.,
- l) Operating the Product in conditions that are in contradiction to standard conditions for operating such products defined in the respective Product,
- m) By destruction of damage by any natural disaster or event, force majeure or an emergency accident,
- n) Customer's usage of improper instructions, objects or basic documents not authorised by the Supplier of which unsuitability the Customer/ Operator was notified by the Supplier and the Customer / Operator insisted on their use despite the fact.

4.2 The Supplier shall not be held accountable for any damage caused by the Product or Product failure, including possible loss of profit, loss of stored data, accidental damage or consequential damage. This limitation of responsibility is applied regardless of a damage compensation claim, application of entitlement ensuing from this certificate of warranty, or claims in a civil litigation (including responsibility for negligence and full responsibility for the Product), contractual claims or any other claim or entitlement.

5. Final provisions

5.1 By submitting a due order or by signing a purchase contract for goods or services, accepting a service based on note of delivery, invoice, service protocol, acceptance protocol or any other adequate document, the Customer / Operator simultaneously confirms their consent with these TCWC and consent with governing the relationship with the Supplier by the provisions of the Commercial Code of the Slovak Republic.

5.2 The Supplier reserves the right to unilateral modification or amendment of these Terms and Conditions of Warranty and Claim Procedure as necessary and in compliance with generally binding legislative norms.

5.3 These TCWC are applied to all cases with except for different warranty and claim procedures agreed in the contract that have precedence over terms stated in these TCWC.

5.4 Should any of the provisions in these TCWC be or become null and void, or should there be a contradiction with the provision of the law in a specific case, this shall not have prejudice over the remaining provisions of the TCWC, while the provision of the respective law shall have precedence over the contradictory provision.

In Bratislava, on June 1st 2013

Aliter Technologies, a.s.
Ing. Peter Dostál
Chairman of the Board

[A1]The price list is available for customer upon request. Send your inquiries to aliter@aliter.com