

Terms & Conditions of Warranty

ANGSTROM SUN TECHNOLOGIES INC (AST) is committed to minimize the down time your valuable investment or business assets by servicing you with the best possible turn around time.

PRODUCT WARRANTY

- 1. The warranty entitles the original AST's product purchaser to the following benefits.
- **2.** If the product is Dead on Arrival (DOA), that is, product fails within 7 days of purchase, simply call AST for DOA service authorization number (product will be replaced using all reasonable endeavors if stock is available).
- **3.** AST warrants that the product it sells meets its quoted specification, compliant to the related safety regulations. AST warrants the product against defects in materials and workmanship for a limited period.
- **4**. If a return to AST is authorized, inward freight to the AST shall be prepaid by the customer, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. Outward freight is prepaid by AST at its designated carrier. AST will repair or replace the defect or nonconformity product within an acceptable time frame. Acceptable time frame will be dependent on manufacturer of non-conforming goods and time can vary before a suitable replacement is available, if you have any inquiries please don't hesitate to contact us.

LIMITED WARRANTY & LIABILITY

Any defect or damage of the product resulting from misuse, improper user installation, unauthorized modification, maintenance or packaging, external electrical fault, disasters, accidents, operation or storage of the product in unsuitable environments, use of incompatible software or software with virus nature are not covered by this warranty.

Unless special warranty terms are specified on the sales invoice, AST offers one year limited warranty for all pre-built systems. The warranty covers all parts and labor for the first year of service except consumables such as lamps, fuses, fiber optics etc. Service labor and the excluded items are chargeable at their current rate for the 2nd year.

In no event shall AST be liable for any loss of use or loss of profits resulting from a defective product, nor any consequential damages in conjunction with the usage of the product. Excluded items: Lamp used for light source

WARRANTY PERIOD

Warranty period starts from the date of purchase or arrival. Different products/parts may carry different warranty period from their original manufacturers

DOA Service:

While product arrives dead, or not performing to its standard, or missing items, call AST immediately within 7 days of purchase. Consumable products are warranted to be defect free in the DOA period for replacement only. See clause above for details of DOA Service.



STANDARD WARRANTY (RMA) PROCEDURE

To get faster service we recommend you log a call through the Service Department Alternatively you can apply for a Return Merchandise Authorization number (RMA) with the following details:

- a. Serial number and the model name of the faulty product
- **b.** Your name, company, address, phone and/or fax number
- c. Your original purchase invoice
- **d**. Detailed fault description
- **e**. Pack the faulty goods properly with the RMA number clearly marked on the exterior of the packing box.
- f. Return the Box within one week. Failure to return within one week will deem the RMA number invalid.
- g. Our service staff will contact you if they detect the following situations before service commences:

Discrepancy in the product
Discrepancy in the fault description
A quotation for a non-warranty situation
A possible delay in service

SYSTEM WARRANTY

AST may revise and/or discontinue Products at any time without notice as part of AST's policy of on-going Product up-date and revision. Revised or updated Products will have the functionality and performance of the Products ordered. The Customer accepts that AST 's policy may result in differences between the specification of Products delivered to the Customer and the specification of Products ordered.

2.1

This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by AST, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; any attempt by any person other than AST personnel or any person authorized by AST, to adjust, repair or support the Products and problems caused by use of parts and components not supplied by AST. The Standard Warranty does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to the Product after the Product is shipped from AST; accessories or parts that are not installed in the AST factory;

2.2

The warranty term for a spare part used in repairing Products ("Replacement Part") is 14 days from its installation in the Product or the remainder of the warranty term for the Product into which it is installed, whichever is longer. AST owns all parts removed from repaired Products. AST uses new and/or reconditioned parts made by various manufacturers in performing warranty repairs and building replacement Products. For the avoidance of doubt, the warranty term of a Product is not extended after its repair or replacement. Customer will pay AST for an Advanced Replacement Part when the part replaced is not returned by Customer to AST within 10 days after the date the Advanced Replacement Part was invoiced to Customer by AST. Advanced Replacement's are at the discretion of AST and will be look at on a case-by-case basis.



2.3

Customer shall back up all data stored in the Products to be shipped and remove any removable media, such as diskettes, CDs, DVDs from the Products before returning or submitting the Products for repair or replacement. AST does not accept any liability for data, software, removable media, such as diskettes, CDs or DVDs which are lost, corrupted, deleted or altered during repair. Customer accepts full responsibility for Customer software and data. AST is not required to advise or remind Customer of appropriate backup and other procedures.

2.4

AST does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.

2.5

The Customer agrees that, in relation to Third Party Products purchased through AST, where such of the Products are covered by a relevant manufacturer's warranty, then the Standard Warranty shall not extend to such Products and such manufacturer's warranty shall be the sole warranty in respect of such Products. The Customer shall utilize that warranty for the support of such Products and in any event not look to AST for such warranty support.

SERVICE AND TECHNICAL SUPPORT

SERVICE OFFERINGS

AST shall provide the following standard Service Offerings in respect of the Products:

REMEDIAL SUPPORT

During the term of the Standard Warranty, upon receipt of notification from the Customer that the Products have failed or are malfunctioning (not excluded by Clause 2.1), and in the event that the fault is unable to be rectified using Telephone Support, AST undertakes to use all reasonable endeavors during the Standard Service Hours to make such corrections, repairs or adjustments to or replace such parts of the Products as may be necessary to restore the Products to their proper operating condition. The extent of such support and whether this is achieved remotely or by an on-site visit depends upon the particular Service Offering chosen and purchased by the Customer (as evidenced on the Customer's quotation/Invoice) or the specific Service Offering sold bundled with the Product.

RESPONSE TIME FOR ON-SITE SERVICE

For on-site service, if agreed or specified, AST undertakes to use all reasonable endeavors to dispatch a suitably qualified service engineer to arrive at the Location within the response time specified by the Service Offering purchased by the Customer or bundled with the Product. In the event that the response times purchased or bundled with the Product is unavailable at the Location, the Customer will be provided with the next available level of response times. Response times commence from the time a service call is logged with AST and an engineer decides that an on-site remedial support is necessary. Unless otherwise specified in the relevant Service



Offering, a response time measured in hours includes only business hours within the Standard Service Hours.

3.2

Exceptions to All Warranty Systems

3.2.1

The Service Offerings do not include:

A. provision of Services at places other than the Location except where AST specifically agrees otherwise;

B. the correction or avoidance of software defects or errors or the loading or re-loading of a Customer's data or any re-configuration of the Products.

3.2.2

Collection of Products by AST, or its appointed carrier, under any of the Service Offerings, shall not be construed as invalidating the exceptions stated above and shall not imply that AST accepts the validity of the customer's claim.

REPLACEMENT

3.3.1

AST reserves the right to replace the whole of the Products or any part or parts thereof which may be found to be faulty or in need of investigation even where only a part of the Products are faulty or in need of investigation.

3.3.2

AST, in effecting such replacement, is under no obligation to supply Products or any parts thereof which are identical in all respects to the faulty Products. AST reserves the right to supply used or reconditioned parts or Products. AST shall ensure that any Products or parts thereof used in replacement shall have substantially the same fittings and at least an equivalent specification to the faulty Products or parts thereof. AST reserves the right to supply Products or parts thereof manufactured by whomsoever it shall, from time to time, deem appropriate.

3.3.3

The products or parts supplied to replace the Products or any part thereof shall become the property of the Customer. The Products or any part or parts thereof removed shall become the property of AST. Any part or parts removed must be returned to AST by Customer within ten (10) days of the replacement.

EMERGENCY SERVICES

AST may, at its sole discretion, provide emergency corrective service outside the Standard Service Hours. AST shall respond to a request for such Emergency Services as soon as practicable after its receipt of such request. All requests for Emergency Services shall be made during the Standard Service Hours. The Emergency Services shall be provided at AST 's standard scale of charges for such service from time to time in force. Such charges shall take into account not only the time that AST's service engineer spends at the Location but also his or her traveling time to, and where appropriate from, that Location.



TERMINATION OF SERVICE

If the Customer breaches any or all of the provisions under these Terms and Conditions or the applicable Service Offering or if AST, on reasonable grounds, suspects that the Customer is in breach of the said provisions, the service provisions under these Terms and Conditions and the applicable Service Offering shall be terminated and the Customer shall have no right to make any claims hereunder against AST in any manner whatsoever.

LIABILITY

AST and Customer agree that AST will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. AST shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of Products or Services, even if AST has been advised of their possibility.

4.1

Any service response times stated by AST in the Service Offerings are approximate only and shall not form part of the Contract. AST will use all reasonable endeavors to meet the stated response times but shall not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, howsoever occasioned.

4.2

Any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by AST shall be subject to correction without any liability on the part of AST.

4.3

Customer acknowledges that the limitation of liability contained in this clause is reasonable and that the limitation provisions have been taken into account by AST in pricing the Products.

This literature is subject to change without notice. ANGSTROM SUN TECHNOLOGIES INC assumes no responsibility for editorial errors or omissions herein.