

Warranty terms and conditions, warranty periods, claims procedures and exclusions relating to the sale of Imetrum Equipment.

## 1. Terms and conditions

1.1 The Contract includes the terms implied by section 12 of the Sale of Goods Act 1979, but all other terms which would otherwise be implied by any means or for any reason, including those which would otherwise have been implied by sections 13-15 of the Sale of Goods Act, form no part of the Contract.

Subject to clause 2.4 (under Terms and Conditions - Imetrum Goods and Services: which can be found on our support portal <https://support.imetrum.com>), Imetrum warrants that at the time of delivery, the Equipment will in all material respects comply with its description and its Specification.

1.2 Provided the Customer has provided Imetrum with full details of the purpose for which the Customer intends to use the Equipment, and Imetrum has confirmed to the Customer in writing that the Equipment will be reasonably fit for that purpose, then (but only then) Imetrum warrants that at the time of delivery the Equipment will be reasonably fit for that purpose.

1.3 The Customer acknowledges and accepts that the nature and complexity of computer programs is such that they cannot be guaranteed to be free from errors and defects, and that there may be such errors and defects in the Equipment. The Customer agrees that such errors and defects do not by themselves mean that Imetrum is in breach of the Contract.

1.4 If at the time of delivery, the Equipment does not in all material respects comply with its description and its Specification, Imetrum may at its option replace it, repair it or refund a fair and reasonable part of the price. Unless further loss or damage has resulted from the Equipment's failure to comply with its description and its Specification, Imetrum will not have any further liability in respect of that breach.

1.5 If the Customer has asked Imetrum to modify its standard Equipment in any way:

- (i) It is a condition of the Contract that the Customer has the right to authorise Imetrum to undertake that modification and to supply and deliver the modified Equipment; and
- (ii) The Customer shall keep Imetrum indemnified on demand against any loss, damage, expenses and costs it suffers or incurs in connection with any claim by a third party that the manufacture, offer to supply, supply, export, import, possession or use of the Equipment infringes that third party's Intellectual Property Rights (or contributes to such an infringement) as a consequence of that modification.

## 2. Warranty period

Imetrum's Standard Warranty period is 12 months from the Customer's receipt of the Equipment.

## 3. Extended warranty periods

Imetrum may from time to time agree extended warranty periods with a customer, beyond the standard terms above, and this may include any subsequent repair or replacement of a component. Any extension in terms will be stated on acceptance and delivery documentation.

## 4. Warranty claims and procedures

- 4.1 In the first instance, if the Equipment is not operating as expected, raise a support ticket as soon as the issue is identified: <https://support.imetrum.com> (if purchased via an OEM/Partner contact your usual representative).
- 4.2 During the applicable warranty period, the customer's sole and exclusive remedy for any breach of the Standard Warranty will be, at Imetrum's sole discretion and option, the repair or replacement of the defective product. Components that customer claims to be defective must be available to Imetrum for inspection and evaluation. To be entitled to rights under the Standard Warranty, the customer must notify Imetrum in writing within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Standard Warranty period. Notice to an Imetrum dealer, sales representative or other third party is not notice to Imetrum. Following its receipt of any such customer notice, Imetrum will determine whether the reported problem is covered by this Standard Warranty. If Imetrum determines that the problem is covered, Imetrum will authorise repair or replacement of the defective product, as deemed appropriate by Imetrum in its sole discretion. If it is not covered by the Standard Warranty, there is the option for a chargeable repair or replacement, which is detailed within the Repair Terms document.
- 4.3 Before shipping any product to Imetrum, the customer must obtain a written return authorisation from Imetrum and provide any proof of warranty eligibility requested by Imetrum. Any product received by Imetrum without a return authorisation may, at Imetrum's option, be returned to the customer collect. If a repair or replacement part is required under warranty, the customer will be allocated an RMA number #####-#### and be given precise instructions for return. For a repair or replacement that is not authorised as free of charge under the warranty, the customer shall provide a Purchase Order to Imetrum prior to shipment of the replacement, to guarantee the return of the rejected unit. Once a return authorisation is obtained, the customer is responsible for packing and shipping the product/component to which its warranty claim relates to a service facility designated by Imetrum, within thirty (30) days after receipt of the return authorisation and will be provided with return instructions with the appropriate temporary export tariff codes (failure to complete the export documentation correctly will result in chargeable additional duty and taxes by the sender). Where applicable, upon receipt of the replacement equipment (or part thereof), the customer has thirty (30) days to tender the defective Equipment (or part thereof) to the return carrier for shipment to the service centre designated by Imetrum. If customer does not return the defective Equipment (or part thereof) in a timely manner, Imetrum shall invoice the customer for the list price of such Equipment (or part thereof), plus applicable shipping. Such failure to return the Equipment, where requested, (or part thereof) may, in Imetrum's discretion, be grounds for termination

of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective Equipment has been returned.

4.4 Imetrum will provide the customer with new, rebuilt, refurbished or alternate Equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate Equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by Imetrum in writing, repaired or replaced Equipment (or parts thereof) are covered only for the remainder of the term of the applicable Standard Warranty and where there is any extension in warranty (i.e. for a replacement component), Imetrum will advise accordingly. All defective Equipment (or parts thereof) replaced by Imetrum become the property of Imetrum. Imetrum has no obligation to (i) service, exchange or otherwise replace any Equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by Imetrum or has been used with non-Imetrum supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment (or part thereof) with cosmetic blemishes; (iii) service, exchange or otherwise replace any Equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such Equipment (or part thereof); (iv) service, exchange or otherwise replace any Equipment (or part thereof) that is within sixty (60) days of the end of its production life; or (v) provide any 3rd party application software support or service involving application hardware or replace any accessories. If Imetrum elects to perform any such services at the customer's request, then such services will be deemed a service call and all labour, parts and materials used for the service call will be charged at Imetrum's then-prevailing rates.

## 5. Equipment warranty exclusions

5.1 Equipment is set up and calibrated with accurate and exacting specifications. Imetrum does not warrant or guarantee, and is not responsible for:

- (i) Defects, failures, damages or performance limitations\* caused in whole or in part by (a) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of Imetrum's control, or (b) customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorised attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the equipment.
- (ii) Alterations and/or modifications to any part of Imetrum's Equipment, without Imetrum's written authorisation unconditionally voids the Imetrum Standard Warranty (or extended warranty where specified). This includes any changes/adjustments to Equipment settings/configurations.
- (iii) Equipment built to customer's specifications that are later found not to meet customer's needs or expectations.
- (iv) The performance of the equipment when used in combination with equipment not purchased, specified, or approved by Imetrum.
- (v) Batteries and other consumable goods.

\*As defined within the product specification

## 6. Additional warranty notes

6.1 OEM or Third-Party equipment that is incorporated into Imetrum Equipment is covered under the applicable Imetrum Standard Warranty unless the OEM or Third-Party

equipment carries its own limited warranty, in which event the OEM or Third-Party warranty will apply to such equipment incorporated into Imetrum Equipment.

6.2 Items sold as resale are such items that are not manufactured by Imetrum but may be utilised in conjunction with or independently of Imetrum manufactured Equipment and shall be covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items

6.3 The Imetrum Warranty is not transferrable.

6.4 If the Equipment specified in an order is described as used, unless otherwise agreed in writing by the parties, it is sold “as is” and with no warranty.

## 7. Interpretation of terms

Imetrum’s Standard Warranty period is 12 months from the Customer’s receipt of the Equipment.

The following words and phrases have the following meanings:

**Contract:** the binding agreement formed by Imetrum’s acceptance of the Customer’s order, or the Customer’s acceptance of Imetrum’s offer to supply, as the case may be.

**Equipment:** the hardware and software which is the subject matter of the Contract, together with any instructions provided to the Customer.

**Specification:** the written specification of the Equipment appearing on Imetrum’s website/collaterals at the time the Contract is made, together with any other specification which Imetrum has communicated to the customer in writing before the Contract.

Full Imetrum terms and conditions for goods and services are available on our support portal: <https://support.imetrum.com>