

SPEA AMERICA Standard and Plus Warranties

SPEA America LLC (“**SPEA**”) warrants for one year (or as otherwise specified in the SPEA quotation) that the equipment newly manufactured by SPEA (the “**Equipment**”) will substantially conform to SPEA’s applicable published specifications delivered with the Equipment and as updated from time to time by SPEA in its sole discretion (the “**Specifications**”) and will be free of defects in workmanship and materials (the “**Equipment Warranty**”). Factory reconditioned systems may be warranted for less than one year (or as otherwise specified in the SPEA quotation) and will be warranted as quoted by SPEA. SPEA does not warrant that the operation of the Equipment will be uninterrupted or error free. This Equipment Warranty commences (1) on the date of installation of the Equipment (if installed by SPEA or by third parties qualified by SPEA) or (2) on the date of shipment of the Equipment (if not installed by SPEA) or (3) six weeks after the date of shipment (if to be installed by SPEA, but installation has not been completed through no fault of SPEA). Installation of the Equipment occurs upon successful completion of SPEA’s installation procedures that demonstrate that the Equipment is able to do useful work [e.g., the completion of SPEA’s standard operational verification procedures, interconnect verification procedures, or other SPEA standard diagnostic procedures as updated from time to time by SPEA in its sole discretion], which shall be deemed to have occurred no later than 21 days after shipment of the Equipment unless Customer notifies SPEA to the contrary.

During the Equipment Warranty period SPEA will service, adjust, or replace any non-conforming part(s) returned under this Equipment Warranty at no charge to Buyer, except for the cost of shipping, insurance and travelling and living cost of SPEA’s engineers performing intervention at Customer’s premise. Should the Customer purchase the SPEA Warranty Plus option, these costs will be at SPEA charge.

For Equipment installed by SPEA, on-site repair, limited to servicing, adjusting, or replacing part(s), will be performed for a period of one year (or as otherwise specified in the SPEA quotation) after commencement of the Equipment Warranty at no additional cost to Customer, except the costs listed above. Should the Customer purchase the SPEA Warranty Plus option, these costs will be at SPEA charge.

This Equipment Warranty applies only to normal use of the Equipment and shall be void if SPEA determines that defects or non-conformities of the Equipment were caused by Customer’s negligence, misuse, or accident; or by the use of parts obtained from third parties; or by unauthorized repair, alteration or installation of the Equipment. This Equipment Warranty does not extend to consumables items (e.g. I/O stages, scanner relays, pogo pins and spring probes), or to mechanical parts of the Equipment failing from normal usage. Customer’s sole remedy and SPEA’s exclusive liability for claims against SPEA shall be the repair or replacement of the defective or non-conforming Equipment and parts, or, if repair or replacement cannot be accomplished, compensation for direct damages not to exceed the applicable amounts paid by Customer to SPEA for the product.

SPEA warrants that any services provided by SPEA (the “**Services**”), will be performed in a good and workmanlike manner (the “**Services Warranty**”). Customer’s sole remedy for claims and SPEA’s sole liability under this Services Warranty is for SPEA to re-perform the applicable Services in conformity with the Services Warranty.

The warranties contained herein are non-transferable.

The warranty for software, if any, is set forth in the SPEA Software License Agreement at www.spea.com.

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