



1. HARDWARE WARRANTY

- 1.1 Pro-Bel's warranty for electronic systems and sub-systems provided to the Buyer shall extend for a period of ten years from the date of despatch by or on behalf of Pro-Bel. This warranty term applies to all systems and sub-systems purchased after 1st January 2005, prior to this a two year warranty term applies.

Pro-Bel's warranty for electro-mechanical parts and subsystems (which includes without limitation power supplies, display devices, and motorised devices but excluding electronic devices and sub-systems) provided to the Buyer shall extend for a period of two years from the date they are despatched by or on behalf of Pro-Bel.

References to "hardware" or "products" in this clause 17 shall mean "electronic systems and sub-systems" and "electro-mechanical parts and sub-systems" unless otherwise stated.

- 1.2 Pro-Bel warrants to the Buyer that the hardware is free from material defects of workmanship and materials and will conform in all material respects to Pro-Bel's relevant specifications.
- 1.3 In the event Pro-Bel elects to repair any hardware pursuant to clause 3.1 below, it will use reasonable endeavours to complete such repairs within 10 working days of receipt of such products from the Buyer.
- 1.3.1 From time to time components and other materials required for repairs may no longer be commercially available. Whilst Pro-Bel will make reasonable efforts to ensure adequate material supplies for the duration of the warranty period Pro-Bel accepts no liability in the event that a repair is not possible due to material unavailability.
- 1.4 If the Buyer wishes to use replacement hardware while the Buyer's hardware is being repaired, Pro-Bel may, at its sole discretion and subject to availability of the relevant equipment, supply such replacement hardware for loan subject to Pro-Bel loan conditions for the time being in force. No charge shall be levied for replacement hardware supplied on loan provided that such replacement hardware is returned to Pro-Bel [at the Buyer's cost] within 21 days of the repaired hardware being despatched to the Buyer by or on behalf of Pro-Bel. If the replacement hardware is not returned within this period, then the replacement hardware may be invoiced at its full market value. Pro-Bel may also provide on-site assistance within the warranty period though this shall be subject to an additional charge.

2. SOFTWARE WARRANTY

- 2.1 Pro-Bel's warranty for software products provided to the Buyer shall extend for a period of 90 days from the date they are despatched by or on behalf of Pro-Bel.

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Cert. No. FM 14128
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- 2.2 Pro-Bel warrants to the Buyer that the software shall in all material respects perform in accordance with the technical specifications provided by Pro-Bel to the Buyer for the software where the software is loaded onto suitably configured equipment and set up to process data in accordance with the technical specifications of the software. Pro-Bel does not warrant that the operation of the software will be uninterrupted, bug, virus or error free.

3. LIMITATION OF WARRANTIES

- 3.1 If within the relevant warranty period the Buyer discovers a defect in the products, the Buyer's exclusive remedy under the relevant Pro-Bel warranty is to return the [hardware/product] to Pro-Bel. Pro-Bel shall at its sole option either repair or replace the same. This remedy is available only during the relevant warranty period and only if Pro-Bel receives the returned products on or before the tenth day after the expiration of the warranty period and the Buyer notifies Pro-Bel [in writing] of the defect before returning the products.
- 3.2 The Buyer must prepay all transportation, packing and transit insurance costs of returning the products to Pro-Bel.
- 3.3 In the event of any claim presented by the Buyer under warranty being found on investigation by Pro-Bel either to be outside the scope or term of the relevant warranty or the fault being unsubstantiated, then the costs of such investigation shall be borne by the Buyer.
- 3.4 Pro-Bel shall have no liability under the relevant warranty if the poor performance or non-performance of any products is attributable to:
- 3.4.1 the Buyer's incorporation, attachment or otherwise use or incorporation of any attachment, feature, program or device to the products, or any part thereof; or
 - 3.4.2 fair wear and tear, accident, transportation, neglect or misuse, wilful damage, alteration, modification, or enhancement of the products by the Buyer;
 - 3.4.3 failure to provide a suitable installation environment;
 - 3.4.4 use of supplies or materials not meeting Pro-Bel specifications;
 - 3.4.5 use of the products for other than the specific purpose for which the products are designed;
 - 3.4.6 use of the products on any systems other than any hardware platform specified by Pro-Bel for such products;
 - 3.4.7 failure to follow Pro-Bel's instructions (whether oral or in writing);
 - 3.4.8 repair of the products without Pro-Bel's approval;
 - 3.4.9 errors attributable to third party software.

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- 3.5 Pro-Bel's warranty for the products is solely for the benefit of the Buyer who has no authority to extend this warranty to any other person or entity.
- 3.6 Notwithstanding anything contained in clause 1 and 2, where Pro-Bel has itself obtained the products from a third party, then the warranties given hereunder shall only apply to the extent of any warranty given by that third party to Pro-Bel in respect of the products. Pro-Bel shall provide the Buyer with copies of such third party warranties on reasonable request.
- 3.7 Except as expressly stated in clauses 1 and 2, Pro-Bel gives no warranty to the Buyer in relation to the products including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose, and all other implied terms, conditions and representations in respect of the products arising under statute or common law are hereby excluded to the fullest extent permitted by law.

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