

HBK STANDARD HARDWARE MANUFACTURING WARRANTY

This policy is effective for business quoted or contracted from the 1st of July 2022

HBK Standard Hardware Products*, including spare parts used by personnel authorized and qualified by HBK, are free from defects in materials and workmanship under normal use for a period of 24 months from the date of delivery to the Buyer, excepting that operation of incorporated software (“Firmware”) may not run completely uninterrupted or error free. Service, repairs or exchange of parts or components do not reset the warranty period.

Buyer is responsible to determine that the chosen product is suitable for Buyer’s use in the environment of use and that such use complies with any applicable laws.

The Buyer shall notify HBK by sending an email written on the Order Confirmation of any claimed defect in the product immediately upon discovery. Claims made with respect to visibly damaged packages require a reservation on the delivery slip signed by Buyer and forwarder and immediate notification of HBK; claims to internal damages of received packages require a notification within one workday upon delivery.

Based on the assessment of the warranty case, HBK will instruct regarding the next steps. This may include, as per HBK’s discretion, the shipment of a replacement upon availability, repairs within a reasonable timeframe, or other means of compensation. HBK may inspect the product at the Buyer’s site during Buyer’s regular working hours.

If the Buyer is instructed to transfer the product to HBK for further inspection, Buyer shall return the product at his own risk and expenses, without undue delay to HBK, unless the parties mutually agree otherwise, but no later than 24 months from the original date of delivery. HBK does not cover the costs for installation, nor is HBK responsible for any damages or claims exceeding the direct costs of the product, unless the generally applicable Terms and Conditions of Sales by HBK provide otherwise. Kindly note that changing technical regulations are not considered to create a defect, which makes the product eligible for warranty cases.

The warranty does not apply in case:

- (i) The Buyer does not inform HBK as per process above
- (ii) The products are not paid for as per agreed payment terms
- (iii) The Buyer is in breach of its obligations under the applicable terms
- (iv) The Buyer is undermining export restrictions
- (v) The Buyer is non-compliant with applicable laws
- (vi) The Buyer did not inspect the products upon delivery as described above
- (vii) The Buyer did not install the products as described in the written product documentation
- (viii) The Buyer makes further use of such products after defect has been discovered
- (ix) The defect or failure arises from the Buyer's misuse
- (x) The defect arises out of the use of the products in conjunction with products or materials being outside the normal scope of consideration by a reasonably skilled technician
- (xi) The product has been repaired, modified or fitted by others than personnel authorized and trained by HBK
- (xii) Components or spare parts, which have not been specified as authorized by HBK, have been used

Extended warranty programs are available for purchase; please discuss with your Sales Representative, which one of our warranty plans could be suitable for your needs.

This STANDARD HARDWARE MANUFACTURING WARRANTY constitutes 12 months upon acceptance, as per definition and conditions of acceptance in the HBK General Terms and Conditions of Sale, for HBK standard VTS products.

** For the purpose of this warranty, Standard Hardware Products are those, which are not customizations of products, where HBK's commercially available off-the-shelf products are modified in any way at Buyer's request or instruction or where materials or parts as requested by Buyer are used, and those, which are not solutions for a specific Buyer requirement, and which are not Software.*