

GOLD SERVICE

General Sales Conditions for transtec Services

Should you experience a hardware problem: please call the phone-number, which you can find on our products or in your service documents.

1. General

Thank you for purchasing a transtec service.

This document will provide you with a description of services for the service you acquired. The same information is available at www.transtec.de under Service.

Please note – very important:

- **Services we provide are only available to a limited extent, as described under Section 3 if you do not send in the registration card filled in and signed.**
- **Systems that are defective or do not operate when they are initially started up or within 30 days (dead on arrival) are not covered by this service contract.**
- Support is available in German and English.
- Services can be provided by transtec or an authorised service partner. These partners are referred to below as "transtec".

2. Validity and scope

- transtec services apply to the defined period of time. This period of service time begins with delivery of the newly acquired transtec system.
- transtec systems can be identified by an unambiguous, unique serial number that is affixed to all systems, usually on the back.
- The service applies only in the country for which the agreement was made.
- Notification must be given via registration card of changes in location. Changes in location from one country to another must be approved by transtec before the purchase is made. Otherwise, no service can be guaranteed.
- Service covers built-in components of the relevant system. Peripheral products (monitors, printers, scanner etc.), batteries, rechargeable batteries and other wear parts are not included, nor are subsequently retrofitted components.
- The keyboard and mouse of systems are protected by an express replacement service. When failure of one of these components is reported, a replacement is generally sent on the next business day.

3. Registration

- No claims to provide agreed upon services shall be honoured until the Service has been registered.
- **IMPORTANT:** Service must be activated by registration within 30 days after purchase. To do this, you must fill in the enclosed registration card with the corresponding serial number, location of the system and a contact person and return it to us by fax (+49 (0)7071 703-299) or by mail.
- If the Service is not registered, transtec cannot ensure that it will be able to meet stated response and arrival times. In these cases, proof of purchase for the device and Service will also be required before any services are provided.

4. Procedure in case of faults; reporting faults

- Before reporting a hardware fault to the transtec hotline, you should first try to find a solution using the transtec diagnostic tools included with delivery, or by consulting the manuals delivered with the system and using the transtec discussion forums.
- If a problem cannot be solved using the means described above, the following information will be required when calling the transtec hotline:
 - The serial number of the system, delivery slip or invoice number for identification.
 - The location address, e-mail and phone number of the contact person for the system.
 - The operating system, its version number and service pack.
 - A complete and if possible concise description of the error, the activity that was going on immediately before the error and all steps that have already been taken to eliminate the error.
- Our technicians have been trained to provide the fastest possible solution to the problem for each call. To ensure this, the technician will ask the customer for support in troubleshooting the problem, thereby facilitating diagnostics. Using a diagnostic process, the technician can determine which system component is involved for the relevant fault, which makes it possible in turn to apply other processes.
- The customer agrees to work together with the technicians on the phone and on site and to follow their instructions. Listen to the service employee attentively, have the information needed for diagnostics or troubleshooting available, and follow the service employee's suggestions.
- You will receive a call ID number that identifies your problem. Any further processing will be documented under this number.

5. Description and scope of services

transtec Services extend the system warranty, thus offering a customised service solution to meet each customer's individual needs. Availability, protection and flexibility are guaranteed. They provide the customer with protection of having access to the expertise and services of transtec in the event of a malfunction during agreed upon times.

Important terms used in this context are defined below:

The **response time** is the time between when the fault report is received and the beginning of phone error analysis/diagnostics.

The **arrival time** is the time between the end of phone qualification of a technician visit (by transtec Support) and the arrival of a transtec service technician on site. The defined times are approximate guidelines. If difficulties are encountered, for example a lack of availability of parts or technicians (for example because of high demand), adverse weather conditions, or locations that are remote or difficult to reach, the customer should expect these times to be exceeded within reasonable limits.

Repair visits that begin within the applicable daily service times but are not completed are generally continued on the next business day. However, they may also be continued on the same day if that is acceptable for the customer. If work continues into overtime hours solely at the customer's request, the end customer will be billed at an hourly rate which may be requested by phone. Work may be temporarily interrupted if additional repair parts or resources are required. As soon as these become available, however, work will resume. If transtec is unable to start work at the end customer's site or cannot start at the agreed upon time due to the fault of the customer, the customer shall be liable for the additional expense and the responsibility for the delay. **Wait times over 15 minutes will be billed and will be listed separately in the customer's invoice.** In case of double or multiple visit for which transtec is not responsible, the customer will be billed for the extra visits.

Gold Service for transtec hardware

- On-site service.
- Enterprise hotline 24 hours a day, 7 days a week, 365 days a year.
- Response time within 4 hours.
- Arrival time within 4 hours.
- Pickup of defective parts or system by an express shipping agent authorised by transtec.

Detailed list of services: Gold Service

- Error analysis and diagnostics by phone when fault is reported with a response time of 4 business hours.
- Required replacement parts are provided, delivered and installed.
- If eliminating a fault requires an on-site visit, a service specialist from transtec will be on site within 4 hours after qualification of the hardware fault is completed. In exceptional cases, transtec will present an action plan within 2 hours and will ensure that the problem is eliminated as quickly as possible.
- Travel time and travel expenses included.
- Restoration of ready for operation status corresponding to the original factory status when the device was first purchased. Ready for operation status has been reached when an elementary functional test can be performed. For a hard drive error, this means for example initialising and formatting the hard drive with the basic operating system and installing the operating system to the state as supplied.
- 24-hour service coverage, Monday through Sunday, 365 days a year.

6. Content of the contract, preconditions and execution of the contract

- Service is provided by transtec, its service partners or other service providers trained and authorised by von transtec for service (referred to generally as "transtec").
- transtec reserves the right within acceptable limits to have replacement parts of the device exchanged by the customer, especially when no special knowledge or training is required (for example a mouse, keyboard, CD drive in a Notebook computer, hot-swappable components such as power supplies, etc.).
- Times during which services will be provided are as agreed in the Service that is purchased. Otherwise regular transtec business hours apply on weekdays (Monday through Friday 8:00 to 18:00).
- Complete, secure, immediate and easy access to the products must be provided.
- The customer is responsible for backing up personal data before the beginning of service work to ensure that it cannot be accidentally accessed by transtec.
- The customer accepts a significant contractual obligation to back up data and programs at intervals adequate for the application, but in any case at least once a day in machine readable format, thereby ensuring that the data and programs can be restored with moderate effort. The customer has unlimited responsibility for the security, storage, and reinstallation of customer data. transtec accepts no liability for loss of software or data.
- To observe Accident Prevention Requirements, the customer or a person designated by the customer is required to be present during service work at the installation location. The customer shall inform transtec if service will be performed in areas where X-ray, radioactive or other ionising radiation might be anticipated. The customer assumes responsibility for radiation protection as stipulated in the (German) Radiation Protection Regulation, X-Ray Regulation and other statutory requirements for service work in the areas noted above.
- Unless otherwise agreed, the place of fulfilment where services are provided is the usage location of the hardware specified by the customer when registering.
- General preconditions for providing of services by transtec are as follow:
 - (a) Ensuring device-specific ambient conditions and providing a power supply that meets the requirements of the installation guidelines for the system on which services will be provided.
 - (b) Holding a valid license for the operating system.
 - (c) Current version of the operating system and firmware.
- As part of these Services, it may be necessary under some circumstances for transtec to access hardware or software that was not produced by transtec.

The warranties of some manufacturers become void if transtec or another party other than the manufacturer works on the hardware or software. The customer must ensure that the services provided by transtec do not affect such warranties or that the effects are acceptable for the customer. transtec assumes no responsibility for third-party provider warranties or the possible effects of transtec services on these warranties.

- The customer agrees to notify transtec immediately of a change in location. In this case transtec reserves the right to include a preliminary period of 14 days before providing services. If timely notification is not given, services may be delayed.
- The customer shall keep the auxiliary materials provided for service purposes at the time of purchase such as diagnostic software, data storage media, cables, test devices, maintenance plans, manuals and software documentation complete and available at all times and make them available to transtec if they could be useful for the agreed upon services.
- With products for which transtec has published an installation manual, the customer shall independently perform the product-specific "maintenance tasks of the customer" listed in the manual.
- System extensions or changes that are made after the Service is acquired are not included in the range of services.
- Replacement parts may be repaired parts. Replacement will be made according to specifications, not according to brand or model to a comparable or higher-quality component.
- Defective services will be remedied by repair or replacement at the discretion of transtec.
- If it turns out not to be possible to eliminate an error, a work-around solution will be developed together.

7. Exclusion of services

The following services are not included:

- General and operational questions about the software installed in the factory.
- Configuration and diagnostics of the operating system or applications installed in the factory in connection with applications and hardware components installed by the customer.
- Configuration, installation and validation of hardware, operating systems, software, applications or drivers/fixes not provided by transtec.
- Neither providing, returning nor replacing consumable and wear materials, batteries, maintenance kits and accessories.
- Reconfiguration of systems.
- Wear and tear of components.
- Eliminating problems caused by force majeure, external influences, a virus attack, wrong operation or improper use, increased wear resulting from significantly exceeding normal specifications for use of the device, tampering, failure to observe the Operating Instructions or other circumstances for which transtec is not responsible (for example use of operating material and accessories that do not meet the specifications of transtec or interface problems). Services of this type shall be provided when requested by the customer at a price determined by the General Terms and Conditions of Business for services (individual orders).
- Eliminating faults caused by unauthorised personnel tampering with devices.
- Repair of warranty objects that were changed by the customer without prior written approval of transtec or that were changed or maintained by technicians or persons not authorised by transtec.
- Subsequently installed options (for example RAM, fax cards, modem cards, graphic cards, HDDs, FDDs, scanner cards, sound/video cards, CD-ROM drives, etc.) and subsequently installed software.
- Repair visits that are not related to hardware errors (for example operating, manipulation, configuration or software errors).
- If devices not covered by this contract are attached to systems, transtec is only obligated to pinpoint errors within the framework of the system under service when the contract was signed. If faults demonstrably do not originate from the units included in this Service, the customer must reimburse transtec for the expense involved at the standard hourly rates.
- Installation and conversion of hardware.
- General replacement and conversion measures that extend beyond the extent of eliminating faults.
- Preventive maintenance.
- Delivery of materials for embellishment repairs or performing repairs that go beyond the normal extent of eliminating faults.
- Working on electrical supply systems or remote signalling systems.
- Installation and maintenance of software that goes beyond restoration of the original state as supplied.
- Backing up and restoring programs and data and loading customer data after repair measures.

8. Compensation / terms of payment

- transtec Services are paid for in a one-time payment made at the time of purchase.
- Additional services will be billed according to the service provided, based on the General Terms and conditions of business (individual orders). All invoices are due and payable without discount immediately upon receipt. Value added tax must be added to the prices stated here where applicable.
- In case of increased service overhead, which may result for example from customer-specific safety requirements, unusual locations, lack of preconditions and causes of faults listed under Section 6 or in the event of faults that impede service work and which occur in systems and system components not under service with transtec, transtec is entitled to bill for resulting additional expenses. In addition, this may result in limitations on contractual service in some cases (for example arrival times).

9. Warranty

- When defective hardware is replaced, ownership is transferred to transtec. If the customer does not transfer the defective device to the transtec technician or if (in the event the replacement device was not delivered personally by a transtec technician) there is no pickup for the defective device within ten days, the customer agrees to pay transtec for the replacement device upon receipt of invoice. The device shall be packed safe for shipping by the customer and made available for pickup.
- If the first attempt at an improvement fails, the customer may set a reasonable deadline in writing for the defect to be eliminated. If the second attempt at improvement fails, the customer may either reduce the agreed compensation by a reasonable amount or, in case of significant defects, demand termination of the service contract.
- transtec shall endeavour within the limits of financially reasonable measures to provide phone support corresponding to the service level.
- The warranty is voided if hardware and/or software are used improperly or modified without the written consent of transtec or if their original technical identification is altered or removed.
- After the end of the contract, transtec is not required to eliminate defects that are reported after the Service contract expires.
- Warranty work will be performed at the discretion of transtec either at the customer's site or in a repair centre to be designated by transtec.
- The customer is not permitted to transfer claims under the warranty to a third party.
- Technical data, specifications, software product descriptions, descriptions of services, service manuals or quality descriptions published by transtec do not contain any assurances of properties unless they have been explicitly stated as such individually in writing by transtec.

10. Liability

- Malice and gross negligence, personal damage
transtec shall be liable for damages caused by malice or gross negligence of transtec or one of its employees or legal representatives. In the case of damage affecting life, limb or health, liability exists in the case of simple negligent violation of a contractual obligation by transtec or one of its legal representatives or employees.
- Organisational fault and guarantees
transtec shall also be liable for damages attributable to the organisational fault of transtec and for damages caused by absence of a characteristic that was guaranteed.
- Violation of significant contractual obligations
In the event of violation of significant contractual obligations, if none of the cases named above apply, the extent of liability for transtec shall be limited to typically contractual foreseeable damages.
- Exclusion of liability
Any other liability for reparation of damages, in particular liability without fault, is excluded.
- Product Liability Law
Liability according to the Product Liability Law remains unaffected.
- Statute of limitation
Damage claims of the customer expire after a period of one year after the defect is discovered.
- Data backup
The customer is responsible for regular backup of data. In the event of data loss for which transtec or its employees are at fault, we will accordingly be liable exclusively for the cost of duplicating data from the backup copies created by the customer and for restoring data which would have been lost if data had been backed up regularly and correctly.

11. Miscellaneous

This agreement is subject to the law of the country in which the transtec branch office sells it, with exclusion of the Vienna UN Convention on the International Sale of Goods. In addition, the General Terms and Conditions of Business of transtec and its contract partners shall apply if services are provide which go beyond the scope of this Service Pack.

The place of jurisdiction for all litigation arising from this contractual relationship

shall be the place of jurisdiction where the sales branch office is located (for contracts signed in Germany, Tübingen; for Austria, Vienna and for Switzerland Rümliang), provided the contract was signed by fully accredited commercial agents.

If individual conditions of this contract are unenforceable, that shall not affect the validity of the remainder of the contract. A clause which comes as close as possible to the unenforceable clause in sense and purpose shall then apply.

IMPORTANT:

No claims to provide services defined in the Description of Services shall be honoured until the Service has been registered. Therefore please RETURN THIS FORM TO US WITHIN 30 DAYS. Fax: +49 (0)7071 703-299

REGISTRATION CARD	
System serial number	transtec delivery slip number
Company, department	Last name, first name
Street IMPORTANT: If the location of the system is different than the delivery address, please insert the address of the location here!	Postal code, city
Street I have read the Description of Service and hereby agree to the terms:	Postal code, city
City, date	Signature, company stamp

transtec