



# WARRANTY, REPLACEMENT AND REPAIR PROCEDURE FOR MATERIAL GOODS

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## **DEFINITIONS**

In the context of this procedure, the meaning of **“Product”** is restricted to material goods (hardware, equipment) and their Drivers; **“Drivers”** means the intangible goods (licenses for software, including but not limited to MultiCam) that are part of the Products, and required for their operation, independently of the user application software.

**“Customer”** means the entity, company or individual that has placed an order with EURESYS for Products.

**“User”** means any party to which a Product has been delivered.

## **ARTICLE 1: PREREQUISITES**

- 1.1 Users who are not Customers may not apply for warranty and shall return defective Products through the Customer (normally their Distributor) from which they purchased the Product.
- 1.2 Prior to the first use of the EURESYS online Warranty and Replacement procedures, the Customer will have to identify himself with EURESYS and will be provided with login information.

## **ARTICLE 2: REQUEST for WARRANTY – EXECUTION of WARRANTY**

- 2.1 The Customer shall notify EURESYS of any alleged defect by use of the “Warranty and Replacement” function available online from [www.euresys.com](http://www.euresys.com), at the latest thirty (30) calendar days after the defect has been discovered. The notification shall include the serial number of the Product and a detailed description of the defect. EURESYS may later request additional information, either by e-mail or by phone, to diagnose the cause of the defect. Based on the serial number, EURESYS will determine whether the Product is still under warranty as described in the “Terms and Conditions for Material Goods”.
- 2.2 If the Product is still covered by EURESYS’ warranty, as described in the “Terms and Conditions for Material Goods”, the Customer will immediately be provided with a Return Material Authorization (RMA) number and return instructions. The Customer shall have a period of sixty (60) days to proceed with the shipment. If the defective Product is not received by EURESYS within that period, the request for Warranty is cancelled. The defective Product must be shipped at the Customer’s expenses.
- 2.3 At its choice, and within three (3) business days after the reception of the defective Product, EURESYS may remedy to warranty claims properly entered, by one of the following actions:
  - 2.3.1 Ship a new or refurbished Product to the Customer at EURESYS’ expenses. This new or refurbished Product carries the full original warranty of a new Product, provided that the new end of warranty date does not fall beyond the Product’s end of life; or
  - 2.3.2 Repair the Product and ship it back to the Customer, at EURESYS’ expenses; or
  - 2.3.3 Reimburse the Customer
- 2.4 If the Product is found defective, but the execution of the warranty is not accepted by EURESYS because of the application of Art. 9 of the Terms and Conditions (Limited Liability), EURESYS will promptly notify the Customer.
- 2.5 No repair report will be provided to the Customer.

## **ARTICLE 3: REQUEST for REPLACEMENT - EXECUTION of REPLACEMENT**

- 3.1 In the event that the execution of the Warranty is not accepted by EURESYS because the Warranty period has lapsed, and provided that the Product is still available for Replacement, the Customer is invited to apply for a Replacement Product by use of the “Warranty and Replacement” function available online from [www.euresys.com](http://www.euresys.com), at the latest thirty (30) calendar days after the defect has been discovered. The



notification shall include the serial number of the defective Product and a detailed description of the defect. EURESYS may later request additional information, either by e-mail or by phone, to diagnose the cause of the defect.

- 3.2 The Customer will then be presented with an offer to purchase a Replacement Product for a fee. As soon as the Customer accepts the offer, he will be provided with a Return Material Authorization (RMA) number and return instructions. The Customer shall have a period of sixty (60) days to proceed with the shipment. The acceptance of that offer by the Customer and the reception of the board at Euresys within the above mentioned period will form a binding contract similar to a purchase order. If the defective Product is not received by EURESYS within that period, the request for Replacement is cancelled. The defective Product must be shipped at the Customer's expenses.
- 3.3 At its choice, EURESYS will fulfil properly entered requests for Replacement by one of the following actions:
  - 3.3.1 Ship a new or refurbished Product to the Customer at the Customer's expenses. This new or refurbished Product carries the full original warranty of a new Product, provided that the new end of warranty date does not fall beyond the Product's end of life; or
  - 3.3.2 Repair the Product and ship it back to the Customer, at the Customer's expenses
- 3.4 If the Product is found not defective, or for any other reason identified by EURESYS, the execution of the replacement may not be accepted by EURESYS. In this case, EURESYS will promptly notify the Customer.
- 3.5 No repair report will be provided to the Customer.

#### **ARTICLE 4: REQUEST for REPAIR – EXECUTION of REPAIR**

- 4.1 When a Product has passed its end of life and no replacement is available or, at the express request from a Customer or from a User, a Customer or User can submit a request for Repair to EURESYS.
- 4.2 A request for Repair is to be submitted to EURESYS' Sales and Support department in writing. The request shall include the serial number of the Product and a detailed description of the defect, including the version number of all EURESYS software used. EURESYS may request additional information, either by e-mail or by phone, to diagnose the cause of the defect.
- 4.3 If the request is accepted by EURESYS, the Customer or User will then be provided with a Return Material Authorization (RMA) number and return instructions. The Customer or User shall have a period of sixty (60) days to proceed with the shipment. The defective Product must be shipped at the Customer's expenses.
- 4.4 After analysis of the returned Product, EURESYS will, normally within fifteen (15) business days after reception of the Product, provide a quotation for the requested repair, or possibly reject the request.
- 4.5 The Customer or User is requested to communicate his acceptance or refusal of the proposal within ten (10) business days.
- 4.6 Products for which Repair proposals remain unanswered by the Customer or User will be kept in inventory for a minimum period of two months, after which they will be discarded.
- 4.7 Products for which all Repair proposals are explicitly turned down by the Customer or User will not be returned, unless the Customer or User specifically requests the return of the Product, at his expenses, at the time the quotation is turned down.
- 4.8 Products returned to the Customer or User, under any of the above Product Repair proposals, will be shipped back to the Customer at his expenses.
- 4.9 The warranty of Products repaired under these terms is specified in the quotation.
- 4.10 A Repair report will be provided to the Customer or User along with the repaired Product.