

Warranty Terms and Conditions

1. Coverage: Articulate Instruments Ltd (“AI”) is the obligor of this service contract (“Contract”). The service performed under this Contract is provided through AI. A covered product will be restored to normal condition after it has failed during normal use. The Contract covers all AI hardware products owned and operated by the purchaser (“You”).

2. Eligibility: You represent that the product is in proper operating condition at the start of the warranty coverage.

3. Replacement Equipment, Labour and Parts: This Contract covers all labour and parts costs necessary to repair your covered product for problems due to functional part failures but excluding consumable parts such as an EPG palate which may be covered under a separate agreement. If product replacement is requested by an AI Customer Service Representative, You will be required to return the defective product to the address provided to You by AI. You are responsible for shipping. If AI has provided You with a replacement product and You fail to return the defective product to AI, You may be assessed a fee for the product.

- a. AI, at its option, may require troubleshooting of the product to verify any failure prior to replacement.
- b. AI, at its option, may replace your covered product with one of like kind and quality; like kind and quality are determined by AI.
- c. The price of the replacement product shall not exceed the retail price of the covered product.
- d. AI, at its option, can pay You a cash settlement in lieu of replacing your covered product.
- e. The amount of this cash settlement shall not exceed the retail price You paid for the product and shall discharge AI from all further obligations under this Contract.
- f. Parts used to repair the product may be new, remanufactured or used, at AI's option.

4. Location of Service: Service will be provided at a designated AI service facility.

5. Coverage Period: Your coverage begins on the date of receipt of the product. Your coverage ends after 12 consecutive months or as agreed in the purchase contract.

6. If You Need Assistance, Email jbalchtomes@articulateinstruments.com

7. Modification: Terms of this Contract may not be modified, except in writing by AI and You.

8. Severability: This Contract is nonrefundable. AI may, at its option, cancel this warranty and refund any unused portion to You.

9. Service Contract Limitations:

- a. Renewals - AI is not obligated to continue your contract beyond the initial commitment.
- b. Non-Repairable Products - If AI, in its sole discretion, determines that a covered product is not repairable, including when parts are no longer available AI may either replace the product with a product of at least like kind, quality, and functionality or provide You with an amount equal to the depreciated value of the product at the time AI determines the product to be non-repairable. Unless otherwise precluded by law, in either event, AI shall be excused from further performance of this Contract as to the affected product. The affected product will become the property of AI.
- c. Non-Original Equipment Manufacturer and Remanufactured parts - Genuine factory parts will be used whenever possible, however, the use of non-original equipment manufacturer and remanufactured parts is allowed under this Contract.

- d. Limitation of Liability - To the extent permitted by applicable law, the liability of AI, if any, for any allegedly defective covered product or part shall be limited to repair or replacement of the product or part, at AI's option, and the liability of AI, if any, for damages relating to any defective covered product or part shall not exceed your purchase price for the product or part in question.
- e. **IN NO EVENT WILL AI BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS SERVICE CONTRACT.**
- f. **THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED.**
- g. This Contract is nontransferable.
- h. Other: This Contract shall be governed by the laws of Scotland, and any action involving this Contract shall be subject to venue within the appropriate court in Scotland.

10. Customer's Promises and Assurances: In order to keep this Contract in force, You promise and assure:

- 1. full cooperation with AI technicians and authorised servicers during diagnosis and repair of the covered product;
- 2. that You will provide written notice of any defect or deficiency in service within 90 days of discovery by You.

11. Exclusions from Coverage: Your Contract does not cover:

- a. Service, maintenance, repair or replacement due to any loss resulting from other than normal usage and which is beyond AI's normal control such as damage due to misuse, abuse, insect infestation, fire, water, foreign substances, organic materials, windstorm, hail, earthquake, theft, negligence and riot or other acts of God.
- b. Installation, reinstallation and/or the connection of your product(s).
- c. Exterior or cosmetic items of the product, including, but not limited to, paint, finish, bezel, cords, cables and connectors.
- d. Non-operating components of the product.
- e. Internal software, batteries and components not essential to basic product functionality.
- f. Any component or product that has been opened, tampered with, repaired or otherwise accessed by anyone other than an authorised AI service representative.
- g. Repair of product(s) upon noncompliance of any part of Section 13 by You.
- h. Coverage, components, products or items not specifically listed herein.
- i. Repair or replacement caused by defects that existed prior to the purchase of this Contract.

12. Country or State Variations: YOU, THE BUYER MAY HAVE OTHER RIGHTS AND REMEDIES UNDER YOUR STATE'S APPLICABLE LAWS WHICH MAY DIFFER FROM ANY REMEDY THAT MAY BE AVAILABLE UNDER THIS CONTRACT.