

Aimtec Company Standard Conditions

Conditions for Device Repair and Service

1 Introductory provisions; definitions of terms

1.1 This document, the Conditions for Device Repair and Service, is a part of the Aimtec Company Standard Conditions (where Aimtec is the “Supplier”). This document defines the general terms and conditions under which Device Repair and Service are provided to the Customer. “The Customer” means a customer who has submitted a Request under the specification below.

2 Deliverable

The deliverable is the provision or mediation of a Repair or Service for one of the Customer’s devices (a “Request” or “Service Request” below).

2.1 Serviced devices

The Supplier provides or arranges Repair and Service for devices from the following manufacturers:

- Zebra Technologies
- Axiomtek
- Advantech
- KBS Industrieelektronik GmbH

The Supplier reserves the right to change or adjust this list without prior notice. The Supplier also reserves the right to refuse to provide a Repair or Service for any device at its own discretion.

2.2 Repair and Service Types

The Supplier provides or arranges three basic types of service:

- Warranty – only if the given device is covered by a manufacturer warranty and was also purchased from the Supplier;
- Post-warranty / out-of-warranty – for devices in accordance with the conditions stated in this document;
- Contracted – only for devices covered by a Service Contract between the device manufacturer (Zebra OneCare etc.) and the Customer.

A device may be returned from servicing with factory settings. The Customer has the option of requesting the paid “SW Installation” service, wherein the device will be configured as per the Customer’s request.

The Supplier does not perform “SW Installation” free of charge for any of the types of service.

2.3 Procedure for handling a Request

The Customer is required to use the Repair Portal application (see Chapter 3) when submitting a Request for Device Repair and Service.

When submitting a Request, the Customer must provide all mandatory information – as per the specification in the entry form and the current documentation for the Repair Portal application.

For warranty service, the Customer is required to present confirmation that they purchased the device from the Supplier (an invoice etc.).

For contracted service, the Customer is required to present the data that is needed for this service to be carried out at the manufacturer (generally this primarily means the contract number). The Customer is meanwhile required to ensure a sufficient duration for the Service Contract with the manufacturer to cover the time needed for transporting the device and the processing the Service Request.

The Customer is obligated to deliver the device to the place of performance at its own cost. The device must be marked per the instructions in the current documentation (primarily it must be marked with the number of the Service Request). The device can be only be sent in for service after the approval of the Request by the Supplier.

The procedure for resolving a Request is defined by the current workflow of the Repair Portal application and by its documentation. Both the Supplier and the Customer shall primarily use the Repair Portal application for communication regarding the Request and provide the necessary cooperation.

3 The Aimtec Repair Portal

The Repair Portal application can be accessed at <https://sd.aimtecglobal.com/repair>.

The application can be accessed anonymously without logging in for one-off submission of a Request. The application can also be accessed by authorised users after login with a user name and password. Authorised users have access to an overview of all Requests submitted and can upload photographs for individual requests.

4 Price

Warranty repairs are performed free of charge (with the exception of the paid “SW Installation” service). The cost for post-warranty / out-of-warranty repairs is set on the basis of the given Request’s difficulty and is derived primarily from the costs for replacement parts, the service technician’s work, configuration and transport. The final price for the repair is offered to the Customer in the Repair Portal application, and the repair is not performed without approval of the price.

Contracted repairs are performed under the conditions in the manufacturer’s contract.

The Supplier reserves the right to bill an administrative fee of 1,200 CZK / 50 EUR for every device processed (without regard to the type of service) in cases:

- where the Customer sends a device for repair without previously submitting a Request in the Repair Portal application;
- where data and information needed for effective diagnostics are not provided;
- where demanding diagnostic work is performed and the Customer rejects the performance of the repair;
- where more than 5 contracted repairs are performed in the same calendar month for the Customer.

5 Guarantees and warranties

The usual duration of repairs is 30 days. “Repair period” means the period from when the device is accepted for repairs to when it is sent back to the Customer. The Supplier provides no guarantees regarding the duration of repairs.

The warranty for a Device Repair is 30 days, if not stated otherwise within a Request.

The Supplier shall return devices not approved for repairs without undue delay – but without any guarantee of a specific amount of time after the decision to reject the repair.

The provider of a Service Contract (typically the device's manufacturer) bears full responsibility for compliance with a manufacturer's Service Contract.

6 Place of performance; subcontractors

The place of performance is the Aimtec Company's headquarters.

The Customer is obligated to deliver the device to the place of performance at its own cost.

The Supplier may make use of a subcontractor for providing the deliverable at its own discretion. The Customer consents to the possible performance of service by a subcontractor.

7 Limitations to liability

The Supplier is not liable for data on the repaired device and is entitled to delete or change this data during service.

The Supplier is liable for the device's functionality after service in an extent in accordance with the Repair and Service Request, or in an extent corresponding to typical output tests for devices performed according to the Supplier's internal regulations. Work on any defects that do not correspond to these criteria will be considered out-of-warranty service.

If a confirmed Request cannot be resolved for technical or financial reasons or due to a rejection by the Customer, the device will only be restored to its original state if restoring it is technically possible and if the Customer pays the costs connected with this. The Supplier is not responsible for any consequences, including any damage after which the device cannot, for the reasons listed in the previous sentence, be restored to its original state.

The Supplier is liable for damage to any device entrusted to it from the moment of its physical receipt to the moment when it is sent back / handed over. In any event it is only liable up to the net book value of the device in question.

The Supplier is not liable for any costs that arise for the Customer in connection with the device repair, i.e. for example lost profit, transport costs or administrative costs.

The Supplier does not assume any responsibility towards any third-party claims in relation to the device, upon any grounds. The Customer agrees that it will compensate the Supplier for any losses, damages, obligations and claims including third-party claims that are sustained by the Supplier under any law in force in any jurisdiction that are related to the device or that arise due to the device repair and service performed by the Supplier, either directly or indirectly.