

BMV Healthcare Standard Warranty

This Warranty document supplements the BMV Healthcare Terms and Conditions of Sale. In case of any contradiction or inconsistency, the latter will prevail.

Who is covered?

This warranty is granted to end users owning a BMV product.

What is covered / For how long?

BMV warrants that its products, when delivered in new condition, in original packaging, sold directly or through a BMV authorized partner and used in normal conditions, is free from any defects in manufacturing, materials and workmanship.

The warranty shall apply only to the extent that the products or any parts thereof have been installed and serviced by skilled personnel certified by BMV. The Warranty shall only apply if the mandatory preventive maintenance actions as described in the technical documentation have been executed. Warranty starts on the shipment date of products. If BMV is responsible for onsite acceptance (OSAT), warranty starts upon sign off of OSAT or when product is taken into use, whatever starts first. The warranty period and warranty entitlements are stated in the warranty rider below. For software, repairs and purchased spare parts 3 months warranty apply, unless specified otherwise in the warranty rider below. Any third party product or any part thereof which BMV merely resells with its products or services is subject to the original manufacturer's warranty unless specified otherwise in the warranty rider.

What is not covered?

The warranty does not apply to consumables (fans, batteries, etc...) unless explicitly stated otherwise. This warranty does not cover defects resulting from improper or unreasonable use or maintenance, failure to follow operating instructions as mentioned in the technical documentation. This warranty does not cover defects resulting from accident, unauthorized alteration or modification of the original condition, or product being connected to or used in combination with other equipment, products or systems (hardware and/or software) not compatible with the product or not respecting the installation requirements as defined in the installation manual or user manual (such as high temperatures, humidity, dust, power surges or incorrect voltage supply...). The warranty does not cover cosmetic damages (scratches, dents, cracks...), which have not been claimed within 8 day of the delivery of the goods. In no event shall BMV be liable for any defects, failures, loss of or damage caused by or resulting from wear and tear, any external cause or event out of BMV's control, use or operation of the product prior to acceptance, any act or negligence of customer or any third party, or any phenomena inherent to the technology used such as image retention, burn-in, vibrations, etc... The warranty is void if serial numbers, warning labels of original seals are removed, changed or tampered with.

What we will do:

During the warranty period, BMV will, at its sole discretion repair (at BMV's own or at a BMV certified service center), or replace (using new or refurbished replacement parts) any defect within

a reasonable period of time and free of charge. The replaced product, parts and/or components shall become the property of BMV and shall, at our request, be returned to BMV, otherwise invoiced. Upon request of the customer BMV can send a service engineer onsite to repair the product. The travel time and the travel and living expenses of the service engineer shall be payable by the customer in accordance with BMV's then applicable rates and procedures.

What we will not do:

Pay shipping, insurance or transportation charges from you to us (BMV's own or a BMV certified service center), or pay any import fees, duties and taxes.

What you must do to obtain the Standard warranty service:

Return the product or part using the following procedures:

- (i) Contact your BMV partner or BMV help desk in your country/region (visit BMV.cc/support) for specific return and shipping information;
- (ii) Label and ship the product to the address provided by BMV in your country/region. You shall pack the products correctly in the original packaging so as to protect them from transport damage and
- (iii) Place the necessary return material authorization number (RMA number) prominently on the outside of the box. Shipments not bearing a RMA number will be refused. Please ensure that a backup of any customized data or configurations is made prior to returning the product for repair/replacement. During the repair or replacement process products are reset to their factory configurations and all customized data and configurations will be lost.

Other conditions:**1. Decontamination**

If a Product is used in an area where it is exposed to contagions requiring decontamination, Buyer warrants that it shall, at its own cost, properly decontaminate the defective Product prior to returning it to Seller. In no event shall Seller be liable for any defects, failures, loss or damage to the Product as a result of the decontamination process. Buyer is liable for any damage to Seller or Seller's property caused by the return of a contaminated or the failed or improper decontamination of a Product and shall hold Seller harmless and indemnify Seller from and against any damages, losses and expenses arising from the return of a contaminated Product or the failed or improper decontamination of a Product.

2. Service Charges/Repairs

Seller reserves the right to charge for all repairs not covered by the warranty. All replacement may be new, like new or refurbished and compatible with the revision level of the product. Applicable pricing is available at Seller's helpdesk and is subject to change without notice, from time to time at Seller's sole discretion. All repair work will be quoted; PO's, Credit Card, Wire Transfers for payment must be made before BMV will perform any repair work. Buyer shall respond to the quotation sent out by Seller within ten (10) business days: in the event that (i) no response is received within ten (10) business days, a storage fee equivalent of 50,00 EUR shall be charged by

Seller for each week the defective Product is stored at Seller's repair facility; or (ii) no response is received within twenty (20) business days, Contact will be notified by last know

method and Seller will return the defective Product to Buyer unrepared, in which case Seller will not be liable for any defects, failures, loss of or on its return any damage to the Product.

3. NO FAULT FOUND

If the product is determined to "not be defective" after an evaluation in a BMV certified repair center the Buyer will be informed immediately. The cost of packing, transport, insurance related to shipping the product and all costs related to the evaluation may be invoiced to the Buyer.

4. Return-to-Factory (RTF) (10 TAT; Economy shipment)

Provides repair of covered failed hardware parts. If BMV or BMV's partner technical support determines that there is a hardware part failure or an obvious malfunction and provides a return material authorization (RMA) number, customer can return the part to BMV's designated service centre. Once received, BMV or BMV's Certified Service Centre will repair the product or part with a turn around time (TAT) of 10 business days, starting from reception day at service centre, till shipment notification. The repaired or a replacement part will be returned with economy shipment. Customer will pay for the shipment to BMV, while BMV will pay for the shipment back to the customer.