

WARRANTY CERTIFICATE FOR KONTRON Modular Computers S.A.S. EQUIPMENT

1. PURPOSE

The purpose of this Certificate is to define KONTRON Modular Computers S.A.S.'s obligations and responsibilities, together with those of the Customer, when supplying the Warranty Service.

2. DEFINITIONS

2.1. Equipment

The technical equipment (Products) acquired by the Customer, which are the subject of the current Certificate, are listed in the addendum.

2.2 Installation Date for Equipment

The Installation Date is defined in the following way :

- For Equipment installed by the Customer, the Installation Date is fixed at seven (7) days after the date of its shipment by KONTRON Modular Computers S.A.S.(specified on the Delivery Note).
- For Equipment installed by KONTRON Modular Computers S.A.S., the Installation Date is the day when it is installed. However, if the Customer delays the installation of the Equipment for more than fourteen (14) days after its shipment by KONTRON Modular Computers S.A.S., with the exception of any special agreement between the Parties, the Installation Date will be fixed at fourteen days after the date of its shipment by KONTRON Modular Computers S.A.S. .

3. EQUIPMENT WARRANTY

3.1. Warranty period

The Warranty period for each piece of Equipment, specified in the addendum, commences on the working day following the Installation Date.

During this period, KONTRON Modular Computers S.A.S. will provide, with all possible reasonable speed, its "Warranty Service".

Unless otherwise agreed, the Warranty period for accessories and parts added when a unit is removed, a model is scaled-down or a unit is

reinstalled, or when a later model is purchased, is twelve (12) months.

Unless otherwise stipulated, the Warranty Service will be provided without additional charge.

3.2. Warranty Service

KONTRON Modular Computers S.A.S. reserves the right to verify that the Warranty Service is necessary before supplying this service, and to

refuse to supply the service for Equipment which has suffered damage or which has been modified or defaced in such a way that it is no

longer repairable.

Before requesting the Warranty Service from KONTRON Modular Computers S.A.S., the Customer should ensure that:

- the procedures, as specified by KONTRON Modular Computers S.A.S., are followed for determining a problem, analyzing the problem and requesting service,
- the appropriate backup measures are taken to avoid damage to all software, programs, data and any other
- resources contained on the equipment whilst the Service is being provided,

and, in the event of an exchange of Equipment, all parts that are not KONTRON Modular Computers S.A.S.

parts are removed, together with any modifications and additions made to the Equipment to be replaced.

The Customer should be prepared to write off any of the above-mentioned items which have not been removed from the Equipment.

KONTRON Modular Computers S.A.S. will decide if the Equipment should be repaired or exchanged. Exchanged Equipment or parts replaced will become the property of KONTRON Modular Computers S.A.S. at the time of the exchange or replacement. The Customer will make all the arrangements necessary to ensure the transfer of ownership to KONTRON Modular Computers S.A.S. .

The Equipment or parts supplied by KONTRON Modular Computers S.A.S. may not be new but will be in good working order at the time of the exchange or replacement, within the meaning of KONTRON Modular Computers S.A.S.'s Quality Control procedures.

The parts supplied for replacement are not invoiced.

3.3. Service Description

Service is carried out at KONTRON Modular Computers S.A.S.'s facility, transport costs being the responsibility of the Customer.

The Customer dispatches to KONTRON Modular Computers S.A.S.'s Repair Service, carriage paid, the Equipment or faulty parts, in their original containers or in equivalent containers ; KONTRON Modular Computers S.A.S. repairs the Equipment or parts (or proceeds to an exchange) and places them at the Customer's disposal. At the Customer's request, KONTRON Modular Computers S.A.S. returns them, carriage paid.

The Customer is responsible for the reinstallation and verification of the Equipment.

The Customer may, if he wishes, ask KONTRON Modular Computers S.A.S. for an extension for On-Site Warranty. This extended Warranty is a payable Service.

3.4. Equipment Revision

During the Warranty period, technical modifications that KONTRON Modular Computers S.A.S. consider appropriate will be made to the Equipment for which this Certificate has been drawn up. The Customer can, however, choose to have only the modifications made to the Equipment in question which are considered mandatory by KONTRON Modular Computers S.A.S. .

3.5. Relocating Equipment

The Customer must inform KONTRON Modular Computers S.A.S., in writing, at least fifteen (15) days in advance, of its intention to relocate Equipment. He should indicate the new site in this notification.

The Customer will take responsibility for all expenses and risks relating to the relocation of the Equipment. Any assistance by KONTRON Modular Computers S.A.S. for the removal or reinstallation of Equipment will be invoiced to the Customer at the rate currently in force at KONTRON Modular Computers S.A.S.

4. LIMITATIONS

The Warranty does not apply if the failure of Equipment results from the incorrect use of the Equipment, unsuitable installation environment, and modifications carried out by persons other than KONTRON Modular Computers S.A.S.'s representatives, external causes, such as an accident, disaster (fire, water damage, lightning, etc.) or transport of the Equipment without KONTRON Modular Computers S.A.S. having been informed and/or the transport having been carried out in conditions which do not comply with KONTRON Modular Computers S.A.S.'s specifications.

KONTRON Modular Computers S.A.S. provides no warranty regarding the ability of the Equipment to attain the objectives that have been set by the Customer.