# MASKIN

Managing Energy

# Warranty Policy for Auto-Maskin LLC

# 1 Coverage

#### 1.1 Products warranted

These warranty terms (the "Warranty") apply to all new equipment (subsequently called "Product") supplied by Auto-Maskin LLC (the "Supplier") either directly to the first-end user or via the Supplier's contracted distribution network to the first-end user (both the "Customer") and used within the guidelines issued by the Supplier.



This warranty applies to the firmware and hardware components of the Product as originally supplied and does not apply to any software or other equipment.

#### 1.2 Base product warranty

Coverage begins with the Customer's purchase of the Product, as evident from the date on the invoice, and lasts for two years from that date (the "Warranty Period").

#### 1.2.1 Two-year warranty

The Warranty covers any failure of the Product, under regular use and service, which results from a manufacturing defect, either in the Supplier's materials used in the Product or the factory workmanship ("Warrantable Failure").

#### 1.2.2 One-year warranty

A software *configuration* of any product that is part of the delivery and tailor-made for a specific order has a one-year warranty.

#### 1.3 Scope of warranty

The Customer's sole and exclusive remedy against the Supplier shall be, at the sole option of the Supplier, the repair or replacement of the defective Product or refund of the purchase price.



The Supplier shall not be liable for any direct, indirect, general, punitive, incidental, special, or consequential damages of any kind resulting from the defect, whether the failure is under warranty or not.

# 2 Warranty claims

Any claim under this warranty is subject to the Customer notifying in writing the Supplier or its contracted distributor from which the Product was purchased, of the alleged failure, within a reasonable time of it having come to the Customer's attention and, in any event, no later than before the expiry of the Warranty Period.

A list of contracted distributors can be found on the Supplier's website, <u>www.auto-maskin.com</u>.

The notification must describe the issue or defect experienced, the name and type of the affected Product, and its serial number.

# 3 Supplier's responsibilities

If the defect or failure is warrantable, the Supplier will pay for the repair or replacement of the Product.

Warranty repairs are to be made at the Supplier's headquarters or another repair place designated by the Supplier. Warranty repairs are assumed to occur within the Supplier's regular business hours.

Parts used to repair a Product may be new Supplier parts, reconditioned parts, or repaired parts. A Supplier part used to repair a Product assumes the identity of the failed part it replaced and is entitled to coverage in the remaining warranty period.

# 4 Customer's responsibilities

The Customer is responsible for the safe and careful operation and maintenance of the Product, conforming to the applicable Supplier's documentation and instructions.

The Customer shall promptly notify the Supplier or its contracted distributor of the warranty claim. The Customer is responsible for documenting that the recommended maintenance and installation guidelines have been performed and that the request is based on a Warrantable Failure.

The Customer is responsible for all own or third-party costs associated with the warranty claim, including, but not limited to, downtime, business costs, damage to other objects, troubleshooting, removal and reinstallation and transporting the Product to the designated place of repair.

### 5 Limitations

For the avoidance of doubt, this Warranty shall not apply if the defect is caused by the following:



- a) abuse or neglect; or
- b) the Product serial number or the warranty seal has been removed, erased, defaced, altered or is illegible; or
- c) deterioration of the Product or parts due to normal wear and tear; or
- d) use other than in accordance with the installation and user's manual, rough handling, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorised modifications or connections, unauthorised opening or repair, repair by use of unauthorised spare parts, accidents, forces of nature, or other actions beyond the reasonable control of Supplier (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by defects in materials or workmanship. This Warranty does not cover physical damage to the surface of the Product, including but not limited to cracks or scratches on the LCD screen; or
- e) the defects caused by the fact that the Product has been short-circuited or subject to a voltage other than which it has been specified or by the fact that enclosure is broken or shows evidence of tampering; or
- f) the defect was caused by a defective function of other third-party equipment; or
- g) the defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by the Supplier, or used in other than its intended use and where it can be shown by the Supplier that such a defect is not the fault of the Product itself; or
- h) the defect conforms to Auto-Maskin's screen pixel policy.

This Warranty is the sole warranty made by Auto-Maskin LLC regarding their Products.

Auto-Maskin LLC makes no other warranties, express or implied, or of merchantability or fitness for a particular purpose.

Kemah, TX February 5th, 2025

Jan R. Larsen Managing Director, Auto-Maskin LLC