

General Terms and Conditions for service package "5-Year Service" and General Repair Conditions for HARTING Ethernet Switches and other embedded devices ("GTC - Repair")

HARTING provides additional to the production and sales of its own goods maintenance and repair services for HARTING Ethernet Switches and other embedded devices either because of a contractually agreed warranty, an additional ordered extended service or in case of an individual demand. In these cases the following provisions shall govern the service:

In these GTC - Repair the following terms have the following meanings:

HARTING: the respective HARTING company as the seller of the Product

Product: Ethernet components or other embedded devices produced by HARTING, which are provided with the corresponding product and serial number and offered with repair services in the product catalogue

Customer: All customers, distributors or other commercial Customers of the Product who have concluded a valid purchase contract with HARTING for this Product

Service Period: Refers to a period of five years under the scope of application of the service package "5-Year Service", beginning with the delivery of the Product to the Customer

Sales and Delivery Conditions:
General Terms and Conditions of Business of the HARTING Technology Group – Delivery of Software (Date 06/2012) and the Sales and Delivery Conditions of the German companies of the HARTING Technology Group for use with companies (Date 08/2009) in the above order of precedence. The Sale and Delivery Conditions can be viewed at www.harting.com under the heading "Service" → "Customer information". We will also be happy to send you these documents on request.

A. Area of application

The following services apply only in the event that a Customer of HARTING Products

- duly claims for subsequent amendment within the warranty period, without limitation of possible further rights within the agreed warranty.
- demonstrates a defect within the extended Service Period.
- asks for repair and maintenance service individually agreed to on a case by case basis (repair order).

B. Scope of the Service Package "5-Year-Service"

Within the Service Period, HARTING will rectify defects with the Product which result from faulty materials and/or workmanship, or in case of a material defect within a warranty for sales of goods and which are notified in due time and form to HARTING by the Customer of the Product

in writing. The measures necessary to rectify the defect will be determined by HARTING at its reasonable discretion. Customer is not entitled to any other rights and claims than those explicitly stipulated above. HARTING will repair the defective Product or provide a fault-free replacement device. In case of the immediate complete replacement of the Product, HARTING will provide the Customer with an equivalent, but not necessarily the same type of Product, from a Product pool, which is functionally equivalent to the replaced Product and compatible for installation. Repair or complete replacement may be effected by the installation of used spare parts or the provision of used replacement devices from the product pool.

The removal and installation costs, travel and transport costs incurred in order to rectify the defect be assumed by HARTING just in case of defect within a valid warranty period. The return transport must in all cases be agreed with HARTING in advance.

HARTING is entitled at its own discretion to have the measures necessary to rectify the defect carried out by sub-contractors and other third parties, who have the required expertise.

The services under this general service conditions apply for the repaired or replaced Products for the remaining term of a Warranty or Service Period. The repair or replacement of the Product does not bring about an extension of the initial Warranty or initial Service Period.

All parts which are replaced and taken back by HARTING in the course of the services become the property of HARTING on being taken back. The parts newly installed in the Product become the property of the Customer on installation. In case of the immediate complete replacement of a Product, the new Product becomes the property of the Customer on delivery of the new device.

C. Service Terms for repair services

The services to be provided under this contract will be provided by HARTING if the defective Product is returned to HARTING by the Customer within the Service Period, together with the purchase receipt and specification of the correct and legible serial and article number of the Product. The Customer must first obtain from HARTING a "Return Material Authorization" (RMA) number. The Product concerned must be returned to HARTING by the Customer immediately on discovery of the defect for examination purposes. The returned Product must be accompanied by a detailed written description of the defect. HARTING must also be notified of the exact time of the first occurrence of the defect.

HARTING reserves the right to invoice the Customer for reimbursement of appropriate expenses in case:

- the examination of the device does not reveal any defects with the product, and the Customer should have been able to recognise this by exercising the required care, and the requirements for making use of the Service Package did not therefore exist;

- the cost estimate is refused by customer. HARTING reserves the right to charge a fee of 50 EUR for the inspection of the device and creation of the cost estimate;
- of Replacement of components which have to be replaced regularly in the course of the Product service life (wear parts), without the warranty period;
- Damage or changes to the Product for which HARTING is not liable, in particular if caused by:
 - faulty installation, faulty use, negligent handling or excessive stress of the Product;
 - improper storage of the Product;
 - use of the Product contrary to the standards and manufacturer's specifications described in the relevant product catalogue of the manufacturer at the time of purchase;
 - maintenance of the Product contrary to the manufacturer's specifications;
 - the use of the Product together with unsuitable operating materials or for purposes other than those intended;
 - non-reproducible software errors;
 - the use of the Product together with software incorrectly installed by the Customer or an unauthorised third party;
 - improper modification or repair work to the Product by the Customer;
 - installation by the Customer of equipment not intended by the manufacturer for use with this device;
 - modifications or changes to the Product (e.g. the opening of the Product) which have not been approved in writing by the manufacturer;
 - the use of the Product together with accessories, peripheral devices and other products which are not suitable for the proper use of the device;
 - connection of the device to an incorrect power source or the faulty cabling of the Product;
 - faults or failure of the main computer and/or the network of the customer;
 - repairs or attempted repairs which were not ordered from or agreed with the manufacturer;
 - accidents, fire, fluids, chemical substances, floods, earthquakes, fluctuations or failures of the power supply, or any other circumstances which may be considered as instances of force majeure;

The Repair Services may only be made use of by the Customer of the Product or if HARTING explicitly agrees to act otherwise. The scope of the services is determined solely in these Service Conditions.

D. Miscellaneous

Further or other claims under this GTC - Repair - with exception of further claims within a valid warranty period - are excluded. Unless expressly specified otherwise in this agreement, the claims of the Customer under a repair

order or an extended Service Package are subject to the stipulations of the Sale and Delivery Conditions.

HARTING is in particular not liable for lost profits, indirect or consequential damages, damages due to interruption of business, the loss of data, additional software installed by the customer or other information. The security and backing up of such information is the responsibility of the customer.

The liability disclaimers foreseen under these general service conditions do not apply in cases of compelling legal liability

The legal liability of HARTING is determined in the event of service according to the Sale and Delivery Conditions.

If any stipulations of these GTC - Repair, including any future additions, are or become legally invalid, in whole or in part, this shall not affect the validity of the remaining stipulations. The partners are in such a case obliged to cooperate in the formulation of stipulations which most closely approximate the purpose and result of the legally invalid and void stipulations. If any of the stipulations of these GTC - Repair require interpretation or supplementation, the interpretation or supplementation must take place in such a way as to best comply with the spirit, content and purpose of this contract. In this case, that stipulation will apply which the parties would have made on conclusion of the GTC - Repair if they had been aware of the need for interpretation or supplementation.

These GTC - Repair are exclusively governed by and construed in accordance with the substantive laws of Switzerland. The application of international agreements and i.a. the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

Exclusive place of jurisdiction is at HARTING's registered office in Switzerland, 2504 Biel/Bienne.

State: February 2016