

HAMEG Value Service

1 General

The HAMEG Value Service is an extra service provided free of charge by HAMEG Instruments GmbH (hereinafter referred to as "HAMEG"), which is offered to the owner of a HAMEG product based on the provisions set out below.

This HAMEG Value Service shall not affect or restrict any existing contractual claims that the customer has against the seller under the purchase agreement for the HAMEG product in question, such as but not limited to claims based on liability for defects in material and defects of title (warranty).

2 Service event and content of the HAMEG Value Service

- a. HAMEG shall perform the following services free of charge if the HAMEG product had defects in material or manufacturing defects at the time of delivery to the buyer of the HAMEG product and these defects occur during the duration of the HAMEG Value Service ("service event").
- b. Any services exceeding the service event shall be excluded from the HAMEG Value Service. In particular, the following services shall be excluded:
 - i. Regular inspection or maintenance of the HAMEG products
 - ii. Repair of HAMEG products or replacement of parts or components if the defect is due to
 1. normal wear-and-tear,
 2. the misuse or improper use of the HAMEG product (i.e. use that does not correspond to the normal use described in the user manual),
 3. the incorrect installation, maintenance or repair of the HAMEG product or
 4. harmful environmental impacts on the HAMEG product, such as but not limited to lightning strike, water, fire, force majeure, war, incorrect mains voltage, overheating, insufficient ventilation and transportation damage.
- c. In a service event, HAMEG or a HAMEG partner shall repair the HAMEG product free of charge. At HAMEG's discretion (in particular when taking the technical and economic circumstances of repair into account), HAMEG shall also be entitled to perform the repair work by replacing the defective HAMEG product or the defective part or component. In such cases, HAMEG can choose to use either a new or a refurbished device or part/component for replacement. The replacement device can also be a device from another HAMEG equipment family or another instrument from the Rohde & Schwarz group of companies, provided that this device or instrument is technically at least equivalent to the original product. Ownership of the replaced HAMEG products and exchanged parts/components shall be transferred to HAMEG.

3 Performance of the HAMEG Value Service

- a. The customer shall report claims under the HAMEG Value Service to its dealer/distributor of the HAMEG product within the duration of this service agreement, providing the original purchase receipt.
- b. Repairs under the HAMEG Value Service shall be performed exclusively by HAMEG itself or by HAMEG partners mandated by HAMEG. The customer shall not be entitled to mandate third parties to carry out repairs under the HAMEG Value Service without the prior written approval of HAMEG. In such cases, the customer shall not be entitled to claim reimbursement of costs.
- c. If the customer cannot prove that the defect of the HAMEG product constitutes a service event, the customer shall bear all costs caused by the verification, in particular any dispatch costs incurred. In such cases, the defective HAMEG product shall be repaired by HAMEG based on the price list valid from time to time or on the basis of a cost estimate drawn up by HAMEG and only after the customer has explicitly ordered the repair.

4 Term of the HAMEG Value Service

- a. The HAMEG Value Service shall apply to products with a purchase date October 1st, 2015 or thereafter for which the liability period for defects in material under the purchase agreement for the HAMEG product has expired. The HAMEG Value Service shall be limited to a maximum period of 3 years, starting on the purchase date of the HAMEG product. The use of the HAMEG Value Service shall be subject to full payment for the HAMEG product.
- b. If customers receive a replacement device under the HAMEG Value Service, the remaining term of the HAMEG Value Service valid for the HAMEG product at the time it was replaced shall apply to the replacement device.
- c. The term of the HAMEG Value Service shall be neither suspended for, nor interrupted by, the period of time required for the performance of services (repair and servicing).

5 Transfer of the HAMEG Value Service to subsequent owners

The HAMEG Value Service is product-based and can be claimed during its duration by any person who can prove to be the owner of the HAMEG product at the time the Service is used, subject to these provisions of the HAMEG Value Service.

6 Exclusion of further claims and limitation of liability

The customer shall have no further claims against HAMEG under the HAMEG Value Service beyond those set out above.

HAMEG's liability for damages is excluded, with the exception of willful intent and gross negligence, as well as bodily injury, health or death.

7 Applicable law and place of jurisdiction

The contractual relationships between the customer and HAMEG under the HAMEG Value Service shall be governed exclusively by German law, with the exception that the rules of conflict of laws shall not apply.

The courts of Munich shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.