

# FRS (Hong Kong) Company Limited's Standard Limited Maintenance

This Standard Limited Maintenance ("Maintenance") is a part of the Terms and Conditions of Sale of Equipment that govern all sales of the products, goods, materials, and/or equipment (collectively, the "Equipment") by FRS (Hong Kong) Company Limited. ("Seller") to the purchaser ("Buyer") identified in the purchase order to which the Terms and Conditions of Sale of Equipment are attached.

Seller warrants the Equipment, when properly installed and commissioned by Seller or Seller's certified personnel, to be free from defects in materials and workmanship for a period of 12 months from the date of installation or maximum 18 months from the date of shipment, whichever occurs first. In the event that the Equipment fails to meet the foregoing warranty, Seller, at its option, must repair or replace any defective parts with charge for onsite labor and travel. All defective parts and/or components replaced under this "Maintenance" become the property of Seller. The coverage time for the warranty is 9:00AM to 4:00PM Hong Kong Pacific Standard Time, excluding paid holidays (a list of company paid holidays can be provided upon request).

The commissioning of the Equipment must be performed and completed by Seller certified personnel or this warranty or maintenance will be voided. Seller has no liability and no obligation to repair the Equipment if non-authorized Seller personnel performed the commissioning and such commissioning caused the Equipment to be defective.

Seller is not liable under this Warranty if its testing and examination disclose that the alleged defect in the Equipment does not exist or was caused by Buyer's or any third person misuse, negligence, improper installation or testing, unauthorized attempts to repair or modify, or any other cause beyond the range of the intended use, or by accident, fire, lightning, or other hazard. If Seller determines that the Equipment is not defective or contains a defect caused by factors outside Seller's warranty, Seller will bill Buyer Seller's normal time and material rates for the inspection performed with respect to the Equipment and Buyer must pay such bill within 30 days after receipt.

Buyer is exclusively responsible for, and Seller makes no warranty or representation with respect to , (a) determining whether the Equipment will achieve the results desired by Buyer or any third party, (b) selecting, procuring, installing, operating and maintaining complementary equipment to insure correct operation of the Equipment, (c) training Buyer's personnel in operation of the Equipment, (d) ensuring the accuracy of any configuration design or implementation that utilizes the Equipment, and (e) establishing adequate safety procedures for operation of the Equipment. In the event of any alteration or attachment to the Equipment not authorized by Seller, Seller has no liability or responsibility for (a) any hardware, software, equipment or services provided by any person other than Seller; (b) the proper functioning of the Equipment; or (c) damage caused by any malfunction of the Equipment.

Seller disclaims all implied warranties or merchantability, satisfaction and fitness for a particular

purpose. Seller's express warranty will not be enlarged, diminished, or affected by and no obligation or liability will arise out of, Seller's rendering of technical or other advice or service in connection with the Equipment. The foregoing warranty and remedies are exclusive and in lieu of all other warranties and remedies. The warranty set forth above, constitutes Seller's sole liability and Buyer's exclusive remedy for any breach of the warranty. Seller's warranty is extended to the first person, firm, association or corporation for which the Equipment is originally installed for use. This Warranty is not transferable or assignable without the prior written permission of Seller.

Notwithstanding anything herein to the contrary, Seller is not liable in any event, whether under any warranty or theory of liability, for incidental damages, punitive damages, special or consequential damages, including, but not limited to, lost profits, lost savings or lost revenues of any kind, whether or not Seller has been advised of the possibility of such damages; further, Seller's liability on any claim of any damage, liability, or loss arising out of or in connection with the Equipment, may in no case exceed the price paid for the Equipment.

Maintenance site/location: The site or location should be following the Hong Kong Building Department requirements for site safety, which allow our service staffs enter without any risks occurred during the one site service. The environmental safety will should satisfy by following the environmental department's guidelines (such as air conditioning, safety air ventilation) for our service engineer(s) provide repairing services at the location/site. There should not requirement for special tools and or transportation for our service staffs enter the site/location for repairing service.

No salesperson, employee, or agent of Seller is authorized to add to or vary the terms of this Warranty. The terms of this Warranty may be modified, if at all, only by a writing and signed by a Seller officer. Seller's obligations under this Warranty are conditioned upon Buyer's payment of all amounts due, and its obligations hereunder are suspended for any period of time in which such amounts are past due. Any such suspension of Seller's warranty obligations does not operate to extend the term of the original warranty period specified herein.