

WARRANTY POLICY

1. General

This document describes the standard warranty policy for AMPEGON POWER ELECTRONICS AG Baden (herein after referred to as "Seller") Equipment and/or Software. Such document shall be read in conjunction with and governed by the applicable set of General Terms and Conditions of Sale ("GTC"). All words with capitalized letter shall have the meaning assigned to them according to the applicable set of GTC.

2. Warranty Scope

Seller's sole obligation and liability for warranty matters is limited to the terms of the present warranty policy unless otherwise mutually agreed in writing.

Seller warrants that the Equipment will be free from defects in materials and workmanship, and that the Product / System will conform to the applicable specifications, within the duration of the warranty.

The warranty set forth in the present warranty policy is exclusive and in lieu of any other warranties, whether express or implied, arising by law or otherwise with respect to any defect of the Product / System, including without limitation any implied warranty of merchantability or fitness for any particular purpose.

3. Duration of the warranty

The Product / System is warranted for a period of twelve (12) months.

The warranty applicable to a Product shall start on the date of physical delivery of the Product by Seller to Buyer.

The warranty applicable to a System shall start (i) on the date of successful performance of the acceptance test related to the System or (ii) three (3) months after the date of physical delivery of said System by Seller to Buyer, whichever occurs first.

For extended warranty conditions please refer to Ampegon's "EXTENDED WARRANTY TERMS AND CONDITIONS".

Any Product / System or part thereof that has been repaired / corrected or replaced during the warranty period shall be warranted for the remainder of the original warranty period or ninety (90) days from the date of its physical delivery, whichever is longer.

4. Warranty process

4.1 As soon as Buyer alleges a defect in the Product / System, Buyer shall promptly inform Seller in writing or through a call to Seller's contact centre within a reasonable time but in no event later than fifteen (15) days after Buyer has become aware of the alleged defect, and Buyer shall give Seller the opportunity to inspect such defect.

For hidden defects, the Buyer shall immediately give notice of objection and within fifteen (15) days at the latest after recognition of the defect. The Buyer shall

prove that the defect shall be considered as a hidden defect. The Buyer shall make all investigation of the Product/System possible to Seller

Once Seller has given its express authorization for the return of the Product / System or any part thereof (Return for Material Authorization (RMA) number), said Product / System or part thereof must be returned to Seller, within five (5) days, in its original packaging (unless otherwise expressly stipulated or agreed) with a detailed description of the alleged defect and statement of the Return Material Authorization number.

If the alleged defective Product / System or part thereof is effectively found defective in Seller's premises or reproducible on Seller's testing platform, the defective Product / System or part thereof shall be either repaired / corrected or replaced at Seller's option and expense, and the repaired / corrected or replaced Product / System or part thereof shall be delivered to Buyer. In the event that any parts are not repairable or replaceable due to reasons not attributable to the Seller, e.g. component obsolescence, the Seller will suggest alternative solutions and parts to the Buyer during warranty period.

The correction of any Software is limited to blocking bugs and major bugs only. Blocking bugs refer to any problem that prevents totally Buyer from using the Software in accordance with the operating manual, and major bugs refer to any problem that may deprive Buyer from any essential function defined in the operating manual.

Any replaced Product / System or part thereof provided by Seller after receipt of a defective Product / System or part thereof, shall become the property of Buyer upon its receipt. The defective Product / System or part thereof received by Seller shall become the property of Seller upon shipment to Buyer of the replaced Product / System or part thereof.

4.2 In the event a defective Product / System or part thereof is replaced by Seller and the defective Product / System or part thereof is not received by Seller within thirty (30) days after such replacement, Seller shall be entitled to invoice Buyer for the list price value of the replaced Product / System or part thereof which shall become the property of Buyer upon its complete payment. In any case, no credit note will be issued even if Buyer returns the alleged defective Product / System or part thereof after the said thirty (30) days period.

5. Seller's Contact Center

Buyer may call Seller's Contact Center operating during normal business hours to log the alleged defect. When contacting Seller's Contact Center, Buyer must identify itself as a Buyer under warranty and provide the serial number of the alleged defective Equipment or revision number of the alleged defective Software, the serial number of alleged defective part of Equipment when available, the perceived severity of the fault and the nature of the fault. Seller's Contact Centre will then log the call from the Buyer and a qualified engineer will return the call during normal business hours for the region where the call was logged.

The International Contact Center number is:
+41 58 710 44 00.

6. Technical Telephone Support

When the Buyer has called the Seller's Contact Center and the Seller's Contact Center has logged this call, the appropriate local telephone support engineer will call back the Buyer. The assistance provided by this local telephone support engineer through this first line of support is provided free of charge during regular business hours of Seller's regional or local Buyer service center. Any support provided by the telephone support engineer out of the above working hours of Seller's regional or local Buyer service centre will be chargeable at the Seller's then prevailing rates unless Buyer and Seller have entered into a Service Level Agreement.

7. Transportation

Any alleged defective Product / System or part thereof shall be returned to Seller duly packed DAP ("Delivered at Place") Seller's premises or any other location indicated by Seller as per the Incoterms 2010 of the International Chamber of Commerce (publication n°715).

Any Product / System or part thereof that have been repaired / corrected or replaced shall be delivered to Buyer duly packed DAP ("Delivered at Place") Buyer's premises as per the Incoterms 2010 of the International Chamber of Commerce (publication n°715).

8. Warranty Limitations

8.1 Seller's warranty policy does not cover high power electronic vacuum tubes and consumables or wearable parts (such as but not limited to lamps, fuses, gaskets, contacts, filter, belts, ...), and any Software provided under an external license such as but not limited to (i) operating systems such as Microsoft Windows, (ii) applications such as Adobe Acrobat Reader, (iii) shareware, (iv) freeware and/or Open Source Software (as defined in the GTC) that may be included with, distributed alongside or incorporated into Seller's source code.

8.1.1 Warranty for high power electronic vacuum tubes ("Tubes") as mentioned under 8.1 is specified and provided by the manufacturer, and claims must be sent to the manufacturer directly. Typically, tubes have full warranties for a short burn-in period, and then provide a replacement credit adjusted for wear, depending upon age and usage prior to the fault. An example of this is given in Fig. 1. Note that values are given for illustrative purposes only, and exact values vary depending upon tube type and model.

Please note that tube manufacturers' warranty policies are subject to change without notice. Manufacturers' warranty details should accompany tubes upon delivery, and should be considered definitive.

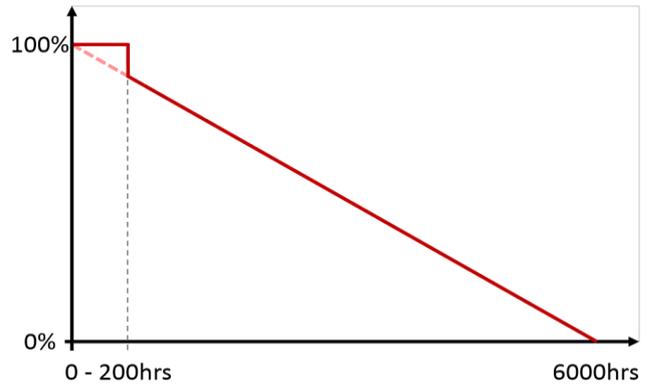


Figure 1: Example Tube Warranty Replacement Credit

8.2 The warranty obligation of Seller shall not apply to any defect arising from or connected with:

- Any abnormal wear and tear of the Equipment or part thereof;
- Any improper handling or storage of the Product / System or part thereof;
- The use and/or maintenance of the Product / System or part thereof not in accordance with the specifications and/or Seller's documentation and/or instructions;
- The integration of the Product / System or part thereof, without Seller's prior written authorization, in any equipment and/or software other than that in which the Product / System was originally incorporated by Seller;
- The presence of a computer virus in Buyer's computer network;
- The modification, or repair / replacement of the Product / System or part thereof not performed by Seller or not in accordance with Seller's instructions;
- Any unauthorized copy / reproduction of any Software; or
- Any external causes affecting the Product / System or part thereof including any damage not attributable to Seller that has been caused to the Product / System or part thereof.

9. On-Site Assistance & Installation

Upon request of Buyer, and subject to Buyer's approval of the travel and lodging expenses as well as the standard daily rates provided by Seller, Seller shall dispatch an onsite field support engineer to the Buyer's premises to assist the Buyer in the resolution of an alleged defect or the installation of any repaired / corrected or replaced Product / System or part thereof.

10. Software Update

During the warranty period, Buyer shall be entitled to have free access to any Software update relating to the Product / System that may be released by Seller. For the avoidance of doubt, Software update does not include any Software upgrade such as any enhancement to the Software that implements new functionality to the Software.