

REPAIR TERMS AND CONDITIONS

Please read the Repair Terms and Conditions carefully. By submitting your product to Teradek LLC, you agree that these Repair Terms and Conditions will govern the repair of your product by Teradek. If you do not agree to these terms and conditions, do not submit your product to Teradek LLC.

1. **Repair Service.** Teradek will repair your product as described and for the estimated charges shown on the reverse side (unless such estimated charges are subsequently revised with your written or oral consent). When the product is covered by warranty or an extended warranty, Teradek will perform repairs under the terms of such warranty or extended warranty, provided that you have presented satisfactory proof of the product's eligibility for such repairs. You will be responsible for any additional charges applicable under or beyond your product's warranty or extended warranty contract, including any applicable tax.
2. **Subcontractors.** Teradek may subcontract with other service providers for the repair of your product.
3. **Payment.** Unless your product is repaired under warranty or extended warranty without any charge, you will promptly pay Teradek the estimated charges identified on the reverse side including shipping charges and any additional charges subsequently agreed to by you. Your payment is due before the product will be returned to you by Teradek. Unless specified otherwise, the estimated amount includes all parts, labor, any transportation required for the repair of the product or its return to you, and any applicable tax. You may, in Teradek's sole discretion, be responsible for the diagnostic fee on the reverse side, plus any applicable tax, if Teradek inspects your product, provides an estimate for you, and you do not authorize Teradek to undertake the repairs for the estimated charges. If Teradek determines, while inspecting your product, that repairs are needed due to failures of parts that are neither supplied by the distributor nor distributor branded or are needed due to damage caused by abuse, misuse or misapplications, Teradek reserves the right to return the product to you without repairing it, and may hold you responsible for the diagnostic fee on the reverse side, plus any applicable shipping charges and tax.
4. **Unanticipated Labor/Parts.** If the requested repairs require labor and/or parts not specified on the reverse side Teradek may seek your approval to revise the estimate. If you do not agree that Teradek may revise the charges, Teradek may return your product and hold you responsible for the diagnostic fee shown on the reverse side, plus any shipping charges and applicable tax. The item will only be returned to you after these charges are paid.
5. **Parts.** In repairing your product under your product's warranty or extended warranty, Teradek may use new, used or reconditioned parts, as permitted by the terms of such warranty or extended warranty. If repairing parts outside of the warranty or extended warranty, Teradek may use new, used or reconditioned parts. Teradek will retain any replaced part as its property, and the replacement part will be your property, provided payment of all charges are made. Replaced parts may be repairable and are exchanged or repaired by Teradek for value. To the extent permitted by applicable law, you hereby waive any right you may have to receive any replaced parts. If applicable law requires Teradek to return a replaced part to you, you agree to pay Teradek the additional cost of the replacement item.
6. **Disclaimer of Warranty.** If Teradek repairs your product under warranty or extended warranty, the repairs will be covered solely by the terms of the warranty or extended warranty and any applicable provisions of law. If your product is repaired outside of warranty, Teradek warrants (1) that repairs will be performed in a competent and workmanlike manner and (2) that all parts used to repair your product will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by Teradek. If a defect exists in a replacement part during the part's warranty period as identified in the preceding sentence, in its sole discretion, Teradek will (1) repair the part, using new, used or reconditioned parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) refund the fair market value of the part as determined by Teradek. THIS WARRANTY AND REMEDY ARE EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. TERADEK SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE REPAIR PARTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IF TERADEK CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY.
7. **Limitation of Liability.** TERADEK IS NOT RESPONSIBLE FOR ANY FAILURES OR DELAYS IN PERFORMING UNDER THIS AGREEMENT THAT ARE DUE TO EVENTS OUTSIDE OF ITS REASONABLE CONTROL. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, TERADEK AND THEIR OFFICERS, AGENTS, AND EMPLOYEES WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PERFORMANCE OR OMISSION OF ANY REPAIR SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFIT (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF REPUTATION; LOSS OF OPPORTUNITY; LOSS OF USE OF MONEY; LOSS OF ANTICIPATED

SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED ON YOUR PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON YOUR PRODUCT. TERADEK SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (1) REPAIR OR REPLACE YOUR PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, OR (2) MAINTAIN THE CONFIDENTIALITY OF DATA. IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN TERADEK'S CUSTODY, TERADEK'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. OTHERWISE TERADEK'S LIABILITY FOR ANY AND ALL DAMAGE SHALL IN NO EVENT EXCEED THE PAYMENTS RECEIVED BY TERADEK FOR SERVICES PROVIDED PURSUANT TO THESE TERMS. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY TERADEK UNDER THESE TERMS AND CONDITIONS.

8. Backup of Data and Information. TERADEK is not liable for loss or corruption of data or your confidential, proprietary or personal information or removable data. Before you bring in or ship your product for any repair service, you should make a backup copy of your data and remove any confidential, proprietary or personal information and removable media such as floppy disks, CDs or PC cards.
9. Abandoned Product. If you have not claimed your product and paid all charges due within sixty (60) days after being notified by Teradek that your product is available to be returned to you, or if you have not agreed to the estimate for repairs provided to you and paid all charges due within sixty (60) days after receiving such repair estimate from Teradek, Teradek will consider your product abandoned. Teradek will provide such notice to you at the mailing address you furnished when you authorized the repairs. Teradek may dispose of your product in accordance with applicable provisions of law, and specifically may sell your product without liability to you. Teradek reserves its statutory and any other lawful liens for unpaid charges.
10. Installation Services. If the repair service involves transferring information or installing software on the product, you represent that you have legal right to copy and agree to the terms of the software license, and you authorize Teradek to transfer information and accept such terms on your behalf in performing such service.
11. Complete Agreement. These Terms and Conditions are the only ones that govern Teradek's repair of your product. No other oral or written terms or conditions apply, including any terms or conditions contained in any purchase order that you provide to Teradek. No one has authority from Teradek to vary any of these Terms and Conditions.
12. Personal Information. You agree and understand that it is necessary for Teradek to collect, process and use your personal data in order to perform the service and support obligations under these Terms and Conditions.
13. Governing Law. The laws of the State of California will govern this Agreement. You consent to the exclusive jurisdiction and venue of state and federal courts in Orange County, California, USA for all disputes relating to this contract.
14. Notices For California Consumers. An estimate for repairs as required (Section 9844 of the California Business and Professions Code) will be given to the customer in writing, and we may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, we may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814. A buyer of this product in California has the right to have this product serviced and repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists during the warranty period, the warranty will not expire until the defect has been fixed. The warranty period also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within sixty (60) days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws.