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HBK Assured Hardware and Calibration Contract Terms and Conditions

1. APPLICATION AND DEFINITIONS

1.1 These Terms and Conditions ("Terms and Conditions") apply to the HBK Assured Hardware and Calibration Contract ("Agreement") between the customer and Hottinger Brüel & Kjær A/S ("Hottinger Brüel & Kjær").

1.2 "Calibration Service" is the calibrations agreed under this Agreement.

1.3 "Extended Warranty" is the extension of the Standard Product Warranty agreed for specific assets under this Agreement. The Standard Product Warranty Terms are stated here: <https://www.bksv.com/en/Legal-notices/Standard-terms-and-conditions> .

1.4 "Asset" is a physical product which is covered by services under this Agreement.

1.5 "Accessory" is a part defined as accessory for a main product in the Product Data Sheet available from www.bksv.com and www.HBM.com .

1.6 "Refurbished" means a calibrated product which has been in use previously and works according to factory specifications.

1.7 "Service Period" means the time Hottinger Brüel & Kjær provides repair or replacement of faulty products. This time runs until 5 years after end of sale for the product in question.

2. SCOPE OF HBK ASSURED HARDWARE AND CALIBRATION CONTRACT

2.1 With a valid HBK Assured Hardware and Calibration Contract the customer shall be entitled to receive only for the assets listed in this contract:

- Calibrations listed in the Agreement
- Extended Warranty coverage as listed in the Agreement
- Discount on the local list price for purchase of Repairs not covered by the extended warranty
- Discount on the local list price for Rental equipment and Accessories

3. CALIBRATION

3.1 Calibration is performed according to the Agreement (type/frequency/total count) on each asset. Hottinger Brüel & Kjær will notify the customer when calibration is due.

3.2 A detailed description of Hottinger Brüel & Kjær calibration service is available here here ([BKS](#) and [HBM](#))

4. EXTENDED WARRANTY

4.1 In the unlikely event that a product covered by Extended Warranty becomes faulty, Hottinger Brüel & Kjær will, at Hottinger Brüel & Kjær's option, repair or replace the equipment free of charge. Claims under Extended Warranty needs to be addressed to Hottinger Brüel & Kjær via this link: <https://www.bksv.com/en/support-request> or <https://www.hbm.com/en/0089/repairs/> .

4.2 If it is not possible to repair the product, a similar or better product will be provided as replacement.

4.3 The product will be returned with a valid calibration similar to or a higher grade than the previous calibration.

4.4 The customer covers the shipment cost to Hottinger Brüel & Kjær. Return shipping cost is covered by the Agreement.

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Hottinger Bruel & Kjaer Inc.
19 Bartlett Street,
Marlborough, MA 01752
United States
Phone: 800-332-2040 • Fax: 770-447-4033
E-mail: info.americas@hbkworld.com
Website: <https://hbkworld.com/americas/>

Remit USD payments to:
Hottinger Bruel & Kjaer Inc.
22501 Network place, Chicago, IL 60673-1224
Bank name: JPMorgan Chase New York, NY 10017
Bank Account Number: 936781
Bank Routing Number: ACH 071000013 | Wire 021000021
SWIFT Code: CHASUS33
Remit CAD payments to:
PO Box 8414, Station A
Toronto, ON M5W 3P1 Account No.: 4656196-1-01
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4.6 Only Assets working according to the factory specifications on the start date of the Hardware and Calibration Contract are covered by Extended Warranty.

4.6.1 The Customer is liable to pay for repair required for it to pass the first Calibration under the HBK Assured Hardware and Calibration Contract, unless if the Asset is covered by the Standard Product Warranty. Should the customer, based on this, wish to withdraw the asset in question from the Agreement without repair, an investigation fee will be charged to the customer.

4.6.2 Unless explicitly accepted by Hottinger Brüel & Kjær , assets older than 10 years will not be covered.

4.7 Extended Warranty coverage is possible within the Service Period, but not beyond.

5. DISCOUNT ON REPAIRS

5.1 Hottinger Brüel & Kjær offer the customer 10% discount on repairs related to the assets covered by the Agreement for the duration of the Agreement. This discount cannot be combined with other discounts or campaigns.

6. DISCOUNT ON RENTAL AND ACCESSORIES

6.1 Hottinger Brüel & Kjær offer the customer 10% discount on rental rates and Accessories for own use during the term of the Agreement. This discount cannot be combined with other discounts or campaigns.

6.2 Availability of rental products is subject to availability from Hottinger Brüel & Kjær's rental stock.

6.3 Information about availability can be obtained by contacting Hottinger Brüel & Kjær Customer Care.

7. PRICE

7.1 The customer pays an annual fee in advance for the service. Payment for the first term must be made no later than the start date stated in the Agreement.

7.2 The payment grants the customer access to the services stated in the Agreement.

7.3 The applicable fees are stated in the Hottinger Brüel & Kjær price list valid at the time of purchase and/or annual payment.

7.4 Discounts for multi-year agreements can be applied according to the valid price list at the time of purchase or renewal.

8. CUSTOMER RESPONSIBILITIES

8.1 The Customer shall:

8.1.1 During the period of this Agreement not permit any person other than Hottinger Brüel & Kjær's personnel (or its authorized subcontractor) to adjust, repair, or modify the Asset without prior notification to and with express agreement from Hottinger Brüel & Kjær.

8.1.2 Notify Hottinger Brüel & Kjær immediately if the Asset is malfunctioning and provide a full description of the problem in writing.

8.1.3 Comply with the terms of all applicable health and safety regulations and any other statutory regulations governing the use of the Asset.

8.1.4 Maintain a library of software associated with the Asset such that corrupted software can be replaced. Before the Asset is serviced, it is the Customer's obligation to back up, remove, protect, and restore, as applicable, programs, data, and removable

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Website: <https://hbkworld.com/americas/>

Remit USD payments to:
Hottinger Bruel & Kjaer Inc.
22501 Network place, Chicago, IL 60673-1224
Bank name: JPMorgan Chase New York, NY 10017
Bank Account Number: 936781
Bank Routing Number: ACH 071000013 | Wire 021000021
SWIFT Code: CHASUS33
Remit CAD payments to:
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Toronto, ON M5W 3P1 Account No.: 4656196-1-01
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storage media contained in the Asset.

8.1.5 Return Asset for factory calibration at the Customer's expense including insurance against loss or damage. The time of such returns to be agreed between the parties.

8.1.6 Indemnify and defend Hottinger Brüel & Kjær in respect of any claims by any party arising from Hottinger Brüel & Kjær performing any work in accordance with instructions given by any of the Customer's personnel.

9. SPECIFIC EXCEPTIONS

9.1 Hottinger Brüel & Kjær's service and warranty obligations are solely those expressly described in this Agreement.

9.2 Hottinger Brüel & Kjær will not provide maintenance services, replacement parts, or cover damages or be liable for loss or damages arising from:

9.2.1 Defects that have occurred as a result of changes made to the Hottinger Brüel & Kjær Asset by anyone other than Hottinger Brüel & Kjær

9.2.2 Defects caused by the Customer's or 3rd party hardware, software, operating system, modem, etc.

9.2.3 Remedial action resulting from an error in the Customer's installation or resulting from the Customer not having complied with Hottinger Brüel & Kjær's documentation material, manuals or other written or oral instructions and directions

9.2.4 Recovery of data or other support due to any cause external to the Hottinger Brüel & Kjær Asset

9.2.5 Any delay in repairing

9.2.6 Attempts to repair or service the Hottinger Brüel & Kjær Asset made by parties other than Hottinger Brüel & Kjær

9.2.7 Use of special attachments or devices not provided by Hottinger Brüel & Kjær in connection with the Asset

9.2.8 Repairs associated with misuse, fire, accidental damage, flood, neglect, power failure or power surges, environmental control system failure, water damage, transportation or any cause other than normal usage.

9.2.9 Use or misuse of the Hottinger Brüel & Kjær Asset with any application or function for which they have not been designed

9.3 Hottinger Brüel & Kjær shall have no obligation

9.3.1 to repair, replace or perform maintenance of accessories, attachments, supplies, machines, or other devices not delivered by Hottinger Brüel & Kjær or of electrical work external to the Hottinger Brüel & Kjær Asset;

9.3.2 to paint or re-furbish the Asset;

9.3.3 to move, dismantle or re-install the Asset.

10. LIABILITY AND LIMITATION OF LIABILITY

10.1 The aggregate liability of Hottinger Brüel & Kjær under the Agreement for any breach of the Agreement and for any claims made by the customer, whether arising from negligence or breach of contract shall in no event exceed the yearly fee payable under the Agreement. The customer acknowledges and agrees that it is better placed to foresee and quantify its own potential losses than Hottinger Brüel & Kjær and to insure against such risks.

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10.2 In no event shall Hottinger Brüel & Kjær be liable for any indirect loss or indirect or consequential damages (or loss of expected profit, loss of data or their recovery, loss of goodwill or any other similar consequential damage) arising out of this Agreement or the services being provided hereunder, regardless of whether Hottinger Brüel & Kjær has been informed about the possibility for such a loss and regardless whether Hottinger Brüel & Kjær can be blamed for the loss due to negligence or similar behavior on the part of Hottinger Brüel & Kjær.

10.3 This limitation of liability is mutually agreed between the parties and reflects the nature of the services delivered hereunder and the extent of the fee paid or payable by the customer.

11. DURATION AND TERMINATION

11.1 The Agreement shall be in force from the Start Date to the Expiry Date as stated in the Agreement.

11.2 The Agreement will terminate automatically on the Expiry Date stated in the Agreement.

11.3 Prior to the Expiry Date Hottinger Brüel & Kjær will notify the customer of the expiry and provide a quote for renewal of the Agreement.

11.4 In the event that the Customer terminates the Agreement prior to the Expiry Date, prepaid fees will not be reimbursed by Hottinger Brüel & Kjær.

11.4.1 The Customer is liable to pay a Contract Exit fee of 10% of the total price of the Agreement, for the full duration of the Agreement

12. APPLICABLE TERMS

12.1 This Agreement shall be subject to Hottinger Brüel & Kjær's 'Standard Terms and Conditions of Sale and Supply.' In the event of inconsistency these Terms and Conditions for Service shall take precedence.

13 REFERENCES

13.1 These Terms and the applicable Terms and Conditions for Sale and Supply are available on www.bksv.com or by contacting the local Hottinger Brüel & Kjær office.

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