**PASSCHIP**

**After Sales conditions**

**1. Application of the conditions for customer service**

1.1. The conditions for customer service supplement the current applicable General Terms and Conditions.

1.2. Moreover, they provide the conditions for the subsequent customer services processes after sale of our products as well as other customer services and repairs.

1. **Repair strategy**

2.1. According to the price list, PASSCHIP TECHNOLOGY provides customer service and repairs for its standard products for a period of 10 years after purchase.

2.2. If components or replacement parts can no longer be procured by us, we ensure that the original system functions will also continue to be available for the customer, which may mean that the customer must invest in a new product or software development for a fee. Such possible fees for new investments are limited to products no longer under warranty.

1. **Warranty**

3.1. The time period for claiming a defect is 24 months for all products purchased in an unused condition.

3.2. Contrary to the stipulations of § 5.6 of the general terms and conditions, for all products sent in and repaired for a fee after the period for claiming a defect had expired, the new time period for claiming a defect is limited to 12 months.

1. **Procedure for sending in a product**

4.1. If it is necessary to send in a product, it is recommended that the customer applies for an RMA number (Return Merchandise Authorization) before sending the product in. RMA numbers are provided by

***After Sales Support***

service@passchip.com

TEL: 004 0766439855; FAX: 004 0378104216

The RMA number should be clearly labeled on the return package.

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4.2. We reserve the right to handle returned packages with RMA preferentially. Due to the nature of the process, the processing time for return packages without an RMA number may be several days.

4.3. In any event, products sent in for repair must be accompanied by a clear and unambiguous description of the problem by the customer. If the customer does not submit a clear and unambiguous description of the problem within 14 days after a request o f C O N I C D E S I G N , the product sent in for repair will be returned to the customer at their cost.

1. **Fees for sending in a product**

5.1. The submission of products for repair or exchange within the time period for claiming defects shall be made customs duty paid (Incoterms 2010-DDP). Returning the exchanged or repaired products is also performed on the basis of duties paid (Incoterms 2010-DDP).

5.2. The submission of products for repair or exchange after the time period for claiming defects shall be made customs duty paid (Incoterms 2010-DDP). The return of the exchanged or repaired products will be ex works (Incoterms 2010-EXW).

1. **Cost estimates**

6.1. For products that are sent in for repair after the time period for claiming a defect, before the start of the repair work, a cost estimate is only made if the customer has requested such an estimate or if it is expected that the costs for repair or replacement will be more than 30 percent of the product value.

6.2. If the customer rejects the repair measures contained in the cost estimate, the product is returned to the customer, at the customer's cost, and a fix fee of 60.00 Euros is charged for the preparation of the cost estimate.

1. **Rental devices**

7.1. In critical situations, PASSCHIP TECHNOLOGY may provide the customer with a rental device to avoid downtime for the duration of the repair work.

7.2. For products that are sent in within the time period for claiming a defect, provision of such a rental device is provided free of charge.

7.3. For products that are sent in after the time period for claiming a defect has expired, provision of such a rental device is provided at a cost of 10% percent of the respective, currently valid list price plus shipping costs.

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7.4. During or after the warranty claim period, the customer has no claim on the provision of a rental device. This applies in particular regarding the availability of rental devices with hardware and software configurations.

7.5. Once the repaired product or a replacement product has been sent (back) to the customer, the customer is required to return the rental device duty paid (Incoterms 2010-DDP) to PASSCHIP TECHNOLOGYwithin fourteen days after receipt of the repaired or replaced product.

7.6. If the customer does not return the rental device in the time period specified despite a written request of CONIC DESIGN, w e reserve the right to reject the return of the rental device and to charge the customer the current list price for the device.

7.7. CON IC DESIGN will perform a technical and visual inspection of the rental device after it is returned. The costs for repairing any damage or defect to the rental devices will be charged to the customer.

1. **Return of products for credit**

8.1. PASSCHIP TECHNOLOGY offers its customers the option of returning purchased products for credit within one month from the date of delivery.

8.2. Returning products for credit is limited, however, to products that belong to the standard product range according to the price list.

8.3. For all products returned for credit, PASSCHIP TECHNOLOGY charges a processing fee of 10 % of the purchase price, with no exception.

8.4. Products returned for credit will be inspected by PASSCHIP TECHNOLOGY for damage or deficiency. We reserve the right to reject products if damage or deficiencies are found or to charge the customer for the associated repair costs.

8.5. Returning products for credit must be performed on a duty paid basis (Incoterms 2010-DDP).

1. **Cancellation of orders**

9.1. Orders can be cancelled by the customer up to the 3rd day after order confirmation.

9.2. The option for cancelling products is limited, however, to products that belong to the standard product range according to the price list.

1. **Technical hotline**

10.1 CONIC DESIGN provides a technical hotline for its customers free of charge.

The customer only pays the normal telephone rates.

10.1. The technical hotline is available at TEL: 0040766439855 or via e-mail at: service@passchip.com

10.2. On workdays, PASSCHIP TECHNOLOGY guarantees a response to hotline inquiries via e-mail within 24 hours.

10.3. Technical Hotline hours:

Monday to Thursday 8 am to 5 pm (European time)

Friday 8 am to 4 pm (European time)

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**Technical On-site services**

11.1 Upon request, PASSCHIP TECHNOLOGY may provide technical or commissioning support on-site.

11.2 A request for technical on-site services can be made by telephone or e-mail.

11.3 The contract for technical on-site services is concluded with our written confirmation order. The scope of our services is also determined by this order confirmation.

11.4 The calculation of the technical on-site services is also performed on the basis of the currently valid price list.

1. **Remote maintenance**

12.1 Upon request, PASSCHIP TECHNOLOGY may also provide technical support via remote maintenance (remote access).

12.2 A request for remote maintenance can be made by telephone or e-mail.

12.3 The contract for technical remote maintenance is concluded with our written confirmation order. The scope of our services is also determined by this order confirmation.

12.4 PASSCHIP TECHNOLOGY reserves the right to select the type of remote access and can reject customer specifications.

12.5 The calculation of the on-site services is also performed on the basis of the currently valid price list.

**PASSCHIP TECHNOLOGYSRL**

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