

Terms and Conditions for Extended Hardware Warranty Plan provided by Coda Octopus Products Pty Limited (March 2016)

These are the terms and conditions under which the Seller (the Companies defined herein) provide Extended Hardware Warranty and apply to all aspects of providing the Extended Hardware Warranty Plan unless it is expressly agreed otherwise in writing by the Company.

1. Definitions

The definition and rules of interpretation in this provision apply to these Conditions.

"Buyer": the person, firm or company who purchases the Hardware Product(s) from the Seller.

"Condition" or **"Conditions"** (as the context requires): the terms and conditions which govern the sale and supply of the Hardware Products by the Buyer and which are set forth in the Contract.

"Contract": the Company's Conditions of Sale as amended from time to time; these Terms and Conditions for the Plan including the Seller's quotation and any other document expressly incorporated by reference by the Seller.

"Extended Hardware Warranty Plan" or **"Plan"**: an extension to the Seller's original manufacturer's warranty for purchased Hardware Product Governed by these terms and conditions for the Plan.

"Extended Period" or **"Extension"**: the period during which the Plan is in effect.

"Hardware Products": the hardware product(s) supplied to the Buyer by the Seller pursuant to the terms of the Contract.

"Order": the Buyer's purchase order accepting the Seller's quotation and to which the Contract applies.

"Seller" or **"Company"**: The Company furnishing the quotation and which shall be one of the Group Companies listed herein: Coda Octopus Products Limited (place of business Edinburgh); Coda Octopus Products, Inc. (place of business Lakeland, Florida), Coda Octopus Products Pty Limited (place of business Perth, Australia); Coda Octopus R&D Limited (place of business Edinburgh) or Coda Octopus R&D AS (place of business Bergen, Norway) and all together referred to as "Coda Octopus" or "Group Companies".

The headings in these Conditions are for convenience only and shall not affect their construction or interpretation.

2. Application of Terms

- 2.1. The Plan extends the Seller's original manufacturer's warranty for the Hardware Products purchased by the Buyer.
- 2.2. The Extension is valid for the Period from _____ to _____.
- 2.3. The Plan covers repairs of any defective component part of the Hardware Product subject to the terms and conditions contained in the Seller's standard terms and conditions of sale which can be found on the Seller's website: <http://www.codaoctopus.com/user-content/Conditions-of-sale-with-eula-COPL-2014-11.pdf>.
- 2.4. The Plan applies only to the original Buyer of the Hardware Product and cannot be transferred or assigned.
- 2.5. If no claims are made under the Plan during the Extension, the amounts paid for the Plan are not refundable.

3. The Seller's Liability under the Plan

- 3.1. The Seller undertakes to repair defective component part of the Hardware Product during the Extended Period but subject to the following:

- a) The Plan does not cover:
 - Wear and tear
 - Defects or damage resulting from accident, misuse, abuse, neglect, liquid damage, cosmetic damage or unauthorized modification of the Hardware Product including opening the seals on the Hardware Product.
- b) Further the Plan does not cover:
 - Accessories such as pelicanses
 - Cables
 - Batteries
 - Antenae (where applicable)
 - Failure due to third party computer viruses

4. Limitation of Liability

- 4.1 THE PLAN DOES NOT COVER LOSS OR DAMAGES (INCLUDING LOSS OF USE, LOSS OF PROFIT OR INCIDENTAL EXPENSES) CAUSED BY THE FAILURE OF THE HARDWARE PRODUCT, LOSS OF USE OF THE HARDWARE PRODUCT OR THE FAULTY REPAIR OR REPLACEMENT OF THE HARDWARE PRODUCT OR ANY COMPONENT PART EVEN IF SUCH LOSS AND/OR DAMAGES ARE ATTRIBUTABLE TO OR CAUSED BY THE FAULT OR NEGLIGENCE OF THE SELLER OR ITS AFFILIATES OR ANY OF ITS EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR SUBCONTRACTORS.
- 4.2 If the Seller determines that any Hardware Product or any repair or replacement completed is not covered by the Plan, the Seller may offer to make the repair or replacement provided that the Buyer shall be responsible for all costs incurred including without limitation the cost of all parts, shipping and labour charges for the repair or return or replacement of the Hardware Product. The Seller will provide the Buyer with a written estimate of all such costs before making such repair or replacement of the Hardware Product.

5. Remedy

- 5.1 The Sellers liability under the Plan is limited to the greater of the cost of the necessary repairs or replacement cost of the Hardware Product. THIS IS THE BUYER'S SOLE REMEDY FOR ANY ERRORS, OMISSIONS, FAILURE OR NEGLIGENCE OF THE SELLER OR ITS AFFILIATES, EMPLOYEES, AGENTS OR SUBCONTRACTORS. UNDER NO CIRCUMSTANCES WILL THE SELLER, ITS DIRECTORS OR ITS AFFILIATES, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUES OR ANTICIPATED PROFITS OR LOST BUSINESS (EVEN IF ADVISED OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PLAN OR ANY ACTION TAKEN OR FAILED TO BE TAKEN IN CONNECTION WITH THE PLAN OR UNDER ANY PROVISION OF THE PLAN.

6. Incorporation by reference

- 6.1 Except as modified herein the Seller's terms and conditions of sale (which contain the Sellers' original manufacturer's warranty on the Hardware Product) as amended from time to time apply including the provisions stated therein on governing law and jurisdiction.
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