

Spare Parts Extended Warranty Agreement

General Terms and Conditions



1. Scope

Contex shall provide replacement spare parts to Distributor cf. item 2 below for the equipment identified in the Equipment Schedule attached hereto (the "Equipment"), at the specified site in the Equipment Schedule and in accordance with the terms and conditions of this agreement.
2. Spare parts

Spare parts covered by this agreement are defective parts which are necessary to replace in order to ensure the proper functioning of the Equipment.
3. Term

This spare part warranty agreement shall commence two years after the date when the Equipment is installed at the end-customer's premises, however no later than 30 months from the date of Contex's invoice to Distributor for the Equipment. The agreement shall have a term of one or three years for each unit of Equipment and expires automatically without warning by the end of the term. The warranty term purchased by Distributor is indicated in the Equipment Schedule.
4. Conditions for coverage
 - 4.1 Care of Equipment

This agreement only covers spare parts for Equipment which has been used, maintained and cleaned in accordance with the instructions provided by Contex.
 - 4.2 Additional Devices

This agreement does not cover spare parts for Equipment to which additional attachments, features, or devices have been employed, nor spare parts to Equipment which has been altered or maintained by unauthorized personnel without the written consent of Contex.
 - 4.3 Notification

When defective spare parts are discovered, Distributor shall promptly notify Contex and the defective parts shall, if required by Contex, be returned to Contex at Distributor's cost no later than 30 days after the notification. This agreement only covers defective parts of which Contex has been notified before the expiry of the term of the agreement.
5. Charges
 - 5.1 Invoice

Distributor shall upon submission of Contex's invoice pay the charges according to current pricelist for the spare part warranty under this agreement.
 - 5.2 Taxes

Any applicable local, state or federal taxes shall be added to any of the charges specified and paid by Distributor.
 - 5.3 Delay in payment

Contex may suspend its obligations under this agreement without notice until payment is made. If payment is ninety days in arrears Contex may terminate the agreement immediately by written notice and claim compensation.
6. Warranty
 - 6.1 Obligations of Contex

Contex's sole obligation under this warranty shall be to replace any spare part not excluded cf. item 6.2 below, which has been determined by Distributor and verified by Contex to be defect. The replacement parts may be new spare parts or used spare parts which have been repaired. The spare parts shall at the cost of Contex be sent to the site specified by Distributor in the Equipment Schedule cf. item 1 above. Contex shall not in any way be obliged to participate in the installation of the spare parts or in the repair of the Equipment.
 - 6.2 Exclusion

The spare part warranty under this agreement does **not** include the following: (a) consumables such as paper holders, lamps, filters, glass plates, background plates, magnetic tape, disks etc.; (b) spare parts which are defective due to the fault or negligence of Distributor, end-customer or any other parties than Contex; (c) spare parts which are not covered by the definition under item 2 above; and (d) spare parts for which the conditions under item 4 above are not fulfilled.
 - 6.3 Force Majeure

Contex shall not be liable for any fault of performance under this agreement covered by an Act of God or any other cause beyond its reasonable control.
 - 6.4 Disclaimer

THIS IS A LIMITED SPARE PART REPLACEMENT WARRANTY AND IT IS THE ONLY WARRANTY MADE BY CONTEX. CONTEX MAKES AND DISTRIBUTOR RECEIVES NO OTHER WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTEX SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, PUNATIVE OR INCIDENTAL DAMAGES OR FOR LOSS OF PROFITS OR FOR ANY OTHER SIMILAR DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTEX SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY A DELAY IN PROVIDING THE SPARE PART REPLACEMENTS UNDER THIS AGREEMENT WHETHER CAUSED BY FORCE MAJEURE OR NOT. CONTEX SHALL ONLY BE LIABLE FOR ANY DAMAGE CAUSED BY THE REPLACEMENT SPARE PARTS TO THE EXTENT SUCH LIABILITY FOLLOWS FROM MANDATORY PRODUCT LIABILITY LAW.
7. General
 - 7.1 Entire Agreement

Distributor acknowledges by its acceptance of these terms and conditions that it has read the agreement, understands it, and agrees to be bound by its terms. This agreement may not be modified or altered except by a written instrument duly executed by both Distributor and Contex.
 - 7.2 Governing Law and jurisdiction

This agreement and the performance hereunder shall be governed by the laws of the Kingdom of Denmark. Any dispute or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration). The place of arbitration shall be Copenhagen and the language of the arbitration shall be Danish.
 - 7.3 Enforceability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
 - 7.4 Assignment

Distributor may not assign this agreement without the prior written consent of Contex.
 - 7.5 No Waiver

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.