

Sunhillo Corporation

Hardware Maintenance Agreement

A Hardware Maintenance Contract (CONTRACT) between Sunhillo Corporation (SUNHILLO) and the purchaser (CUSTOMER) consists of this Hardware Maintenance Agreement (AGREEMENT), detailing the terms of coverage, plus a Maintenance Coverage Document, detailing the CONTRACT number, the type of coverage, products covered (COVERED PRODUCTS) and the period of coverage (TERM).

1. CONTINUOUS COVERAGE

Maintenance for COVERED PRODUCTS must be contiguous from expiry of their original warranty and CUSTOMER will need to purchase any missing maintenance years to bring COVERED PRODUCTS under a current CONTRACT.

2. HARDWARE MAINTENANCE

- 2.1. SUNHILLO will provide CUSTOMER with a hardware repair service for COVERED PRODUCTS during the TERM.
- 2.2. SUNHILLO will repair, or replace with new or refurbished product, at SUNHILLO's discretion, hardware products which exhibit any defect attributed to defects in materials or workmanship on the part of SUNHILLO.
- 2.3. Written notice of maintenance claims must be received by SUNHILLO within the TERM and the defective products must be returned, freight prepaid, to SUNHILLO's facility no later than thirty (30) days after this AGREEMENT expires.

3. SUPPORT SERVICES

- 3.1. All product maintenance claims and support services must be initiated by contacting SUNHILLO's Helpdesk. Details of how to contact SUNHILLO's Helpdesk may be found on the SUNHILLO website at www.sunhillo.com/support.
- 3.2. When contacting SUNHILLO's Helpdesk, the following information is required in order to verify maintenance coverage and to effectively diagnose the issue:
 - Your CONTRACT number (e.g. 123450101), given on the coverage document provided when the maintenance was purchased.
 - Serial Number of Product and/or SUNHILLO Packing Slip Number.
 - Description of Problem with supporting information such as Error Logs and Configuration Files.
- 3.3. SUNHILLO's Helpdesk provides customer support that includes but is not limited to hardware repair and replacement, product troubleshooting for hardware and software configurations, and user operations. Support beyond the scope of the Helpdesk or during off hours can be purchased separately.

4. RETURNS

- 4.1. All returns require a valid Return Material Authorization (RMA) number that can be obtained from the Helpdesk. SUNHILLO Support Engineers will provide an RMA number that authorizes a product return. SUNHILLO reserves the right to reject any return shipped without a valid RMA number.
- 4.2. In instances where a replacement unit is cross shipped, in advance of receipt of a failed unit, CUSTOMER agrees to SUNHILLO invoicing them for the replacement unit if the failed unit is not returned within a reasonable amount of time.
- 4.3. The cost of shipping product to SUNHILLO is borne by CUSTOMER. The RMA number should be prominently displayed on the shipping carton. For International shipments, the shipping paperwork should clearly identify the product as 'GOODS OF US ORIGIN.' The return shipping of product to CUSTOMER is at SUNHILLO's expense, using SUNHILLO's preferred shipper, unless an agreement is made in advance to use a different method. Return shipment excludes any and all import duties and taxes.
- 4.4. Average time for a defective product to be repaired/replaced is forty (40) days from receipt to return shipment.
- 4.5. Repairs or replacement product are warranted for a period of ninety (90) days or to the end of any existing warranty or hardware maintenance TERM, whichever is the greater.

5. LIMITATIONS

- 5.1. Nothing in this AGREEMENT shall be construed as requiring any SUNHILLO personnel to visit any location of CUSTOMER in connection with furnishing maintenance or support services.
- 5.2. In no event shall SUNHILLO be liable for defects or damage to products resulting from improper handling, misuse, neglect, improper installation or operation, unauthorized repair, or any other cause not attributable to defects in materials or workmanship on the part of SUNHILLO. Improper handling includes, but is not limited to, damage resulting from Electrostatic Discharge. Product must be properly handled and shipped for static sensitivity. Improper operation includes, but is not limited to, power surge issues.

6. RENEWAL

- 6.1. Unless otherwise indicated, renewal notification will be sent using the contact details provided on the purchase order for the expiring CONTRACT. Alternatively, to renew a CONTRACT, please contact your SUNHILLO sales representative quoting the expiring CONTRACT number.
- 6.2. SUNHILLO will provide a quotation against which a purchase order may be placed. For each purchase order, SUNHILLO will provide details of this AGREEMENT plus a Maintenance Coverage Document.
- 6.3. SUNHILLO reserves the right to increase its annual maintenance fee at time of renewal.
- 6.4. Should CUSTOMER allow the CONTRACT to expire, a reinstatement fee will be charged for a renewal. Reinstatement is only available during the twelve (12) month period following expiration.
- 6.5. SUNHILLO reserves the right to decline renewal of a CONTRACT should production cease or End of Support be declared for the COVERED PRODUCTS.

6.6. SUNHILLO may refuse renewal due to breach of this AGREEMENT by CUSTOMER.

7. CANCELLATION

Once the TERM has commenced, the CONTRACT becomes non-cancellable.

8. GENERAL

8.1. SUNHILLO's failure to exercise any of its rights under this AGREEMENT shall not constitute a waiver or forfeiture of such rights.

8.2. The headings and titles of the clauses in this AGREEMENT are used for convenience and ease of reference and do not limit the scope or intent of the clause.

8.3. This AGREEMENT will be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to its conflict of laws principles.

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