



Terms and Conditions

1. These Terms and Conditions are for Services provided by Akuray Renewables Technologies Services, A Division of Realtime Technologies Ltd of Clonshaugh Business Park, Dublin D17 H262, Ireland
2. Products are received by Akuray in an “as failed” condition. No attempt has been made by another party to effect a repair. Should product be received where a previous attempt to repair has been made, then we will return the product, subject to a handling charge or quote for an alternative service.
3. Akuray warrants that the repair is free from defects or workmanship. Should products not be effectively repaired, then they can be returned and be repaired again free of charge
4. Akuray provides a warranty of six months from the date of shipment from our premises. The warranty is limited to the repair only. We are not responsible if the unit fails due to another defect on the unit that has occurred in the warranty period.
5. This warranty may be extended to cover more than the repair, if an extra service is provided such as extension of life or pro-active component replacement
6. The warranty is voided if the unit is not used as intended by the manufacturer of the unit or in an environment outside the specified parameters.
7. Product returned for In Warranty Repair, if for any reason the warranty claim is invalid, the product will be returned to the customer. If the same unit is returned 3 times for warranty claim with No Fault Found (NFF) then a test and verification charge will be applied
8. The foregoing warranty is exclusive and NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR DESIGN SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS SUPPLIED OR REPAIRED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. No employee, agent, dealer, or other person is authorized to give any warranties on behalf of Akuray or its agents or to assume for Akuray or its agents any other liability in connection with any of its goods, except in writing and signed by an officer of Akuray. Akuray makes no representation that the

goods comply with any present or future federal, state, or local regulation or ordinance. Compliance is the Customer's responsibility.

9. **LIMITATIONS OF LIABILITIES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AKURAY'S TOTAL LIABILITY, IN TORT (INCLUDING NEGLIGENCE) AND UNDER STATUTE, SHALL BE LIMITED TO THE LESSER OF THE ACTUAL DAMAGES SUSTAINED BY CUSTOMER OR THE REPLACEMENT COST OF THE DAMAGED MERCHANDISE, WHICH DAMAGES ARE DIRECTLY AND PROXIMATELY CAUSED BY AKURAY. IN NO EVENT SHALL AKURAY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS, LOST BUSINESS OPPORTUNITIES, LOST INVESTMENT OPPORTUNITIES OR LOST SAVINGS ARISING OUT OF SERVICES PERFORMED HEREUNDER OR OTHERWISE WITH RESPECT TO ITS SERVICES, OR FOR ANY CLAIM BY A THIRD PARTY.
10. **Damages.** IT IS EXPRESSLY AGREED THAT THE PRECEDING SECTION, WARRANTY, STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY for any breach of warranty. Without limiting the generality of the preceding sentence, it is expressly agreed that except with respect to claims of personal injury or property damage, Akuray OR ITS AGENTS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any labor or other costs incurred by the Customer as a result of such defect or incident to the repair or replacement or inability to use any goods.
11. **Force Majeure.** Neither party shall be deemed to be liable for any failure to perform its obligations hereunder due to labor disputes, acts of God, war, terrorism, riots, acts or orders of government, or other similar causes which are beyond such party's reasonable control provided that such party shall use its best efforts to avoid, or, if unavoidable, minimize the effects of any force majeure upon the performance of its obligations. If any such condition occurs, the party failing to fulfill its obligation shall promptly give written notice to the other party.
12. **Representations and Warranties Regarding Customer Goods and Products.** The Customer hereby represents and warrants to Akuray that the design, manufacture and marketing of any goods or products delivered to Akuray for repair or other service do not in any way involve unfair competition or actual or claimed infringement or misappropriation of any copyright, trademark, trade name, trade secret or patent. The Customer shall indemnify, defend and hold Akuray harmless from and against any cost, damage or claim arising from the breach of any of the foregoing representation and warranty or any claimed design defect in such goods or products
13. **Hazardous Products.** The Customer will notify Akuray of any product being shipped to us requiring any special handling, storage, disposal, or other regulatory requirements.
14. Payment terms are 30 days from the shipment of the repaired product. Akuray reserves the right to retain products for repair until a customer has paid his account if overdue. Title shall not pass to the Customer until payment is received.