

General Terms and Conditions of Repair

2023-Jun-01

1. Scope

These General Terms and Conditions of Repair apply to all maintenance services (repairs) for Allied Vision cameras and accessories (“Products”) of the Allied Vision Technologies Group (“Allied Vision”). If a defect is a case of contractual warranty, the Customer’s rights and obligations shall be governed by the provisions of Allied Vision’s applicable Terms and Conditions of Sale and Delivery, which Allied Vision shall make available free of charge upon request or which are available on the Internet at www.alliedvision.com.

2. Eligibility for RMA

Allied Vision shall provide the repair services only to the person who originally purchased the Product(s) directly from Allied Vision (“Customer”).

3. Registration

3.1 Any repair or maintenance work by Allied Vision requires registration for the RMA process on the following websites [Allied Vision Technical Support and Repair requests / RMA - Allied Vision](#).

3.2 The Customer must complete all required fields of the form marked with an asterisk and submit the form by clicking the “Submit” button after accepting these Repair Terms and Allied Vision’s Terms of Sale by checking the appropriate box. If repair is necessary and the repair order is accepted by Allied Vision, the Customer will receive a Return Material Authorization (“RMA”) number.

3.3 Products sent to Allied Vision without an RMA number may be returned to the Customer at the Customer’s expense.

4. Formation of the Contract

4.1 The login to the RMA process is a request to start the initial fault diagnosis.

4.2 By issuing an RMA number by e-mail, Allied Vision offers to repair the Product(s) at the cost specified in Allied Vision’s RMA policy at the beginning of the RMA registration, as well as to provide information on whether (see para. 5), where and how to send the defective Product.

4.3 By sending the Product(s) to Allied Vision, the Customer accepts the repair contract under these terms and conditions including the pre-approved costs.

5. Remote Troubleshooting

Allied Vision shall be entitled to first attempt to rectify the fault by telephone or electronically if this appears objectively promising after the client’s RMA request.

6. Inspection and Estimate

6.1 Allied Vision will inspect the Product upon receipt. If the pre-approved costs cover the repair or replacement, including shipping costs, Allied Vision will immediately repair or replace the Product without requiring any further express approval by the Customer.

6.2 If the service price estimated by Allied Vision exceeds the pre-approved amount, Allied Vision will provide a binding cost estimate (including labor, material and shipping costs) within 10 business days of receipt of the Product. The Customer must declare acceptance of this estimate and approve the repair by email.

6.3 If the cost estimate is not approved within 30 days from the date of issue, the offer for repair shall be deemed rejected. In this case or if repair is technically not possible, Allied Vision shall return the unrepaired Product to the Customer by courier service (FCA Incoterms 2020) and charge the minimum fee (see Clause 11.2).

7. Duties of the Customer

Allied Vision only accepts Products for repair that are free from contamination by foreign substances; these include infectious substances, radioactivity and hazardous substances. In case of sending contaminated Products, the Customer must reimburse Allied Vision for the costs of return shipment or for special treatment and professional cleaning of the contaminated Products.

8. Delay in Performance

8.1 Allied Vision shall not be in default of delivery in the event of disruptions due to force majeure pursuant to sec. 18.1, delayed self-supply (if, after conclusion of a congruent covering transaction, neither Allied Vision nor Allied Vision's supplier is at fault or if Allied Vision is not obligated to procure in the individual case) and other obstacles to performance for which Allied Vision is not liable. If the delivery time is extended for the aforementioned reasons, Allied Vision shall inform the Customer thereof without delay, stating the expected new delivery time.

8.2 The occurrence of default shall be determined in accordance with the statutory provisions. In any case, however, the Customer shall have to give notice via e-mail with an appropriate deadline.

8.3 Allied Vision's liability for delay shall be governed by Clause 16. In all other respects, the statutory rights of the Customer and of Allied Vision shall remain unaffected, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance).

9. Cost and Risk of Transportation

Unless expressly agreed otherwise, the Customer shall bear the freight costs. The risk of accidental loss of the Product during the outward and return transport shall be borne by the Customer.

10. Acceptance

10.1 Allied Vision's repair services shall be deemed tacitly accepted upon the Customer's use of the repaired Products. Otherwise, the Customer is obligated to immediately notify Allied Vision of the refusal of acceptance, stating the defects found.

10.2 The repair service shall also be deemed accepted if Customer uses the repaired Product in its business operations.

11. Remuneration

11.1 The Customer shall in any case owe the minimum fee for the inspection of the Product to be repaired plus the cost of return transport.

11.2 Insofar as a repair is possible, this shall be carried out against payment of a fee covering the time and material expended as well as the transport costs. The hourly rates applicable at the time of conclusion of the contract shall be charged. Spare parts shall be invoiced at Allied Vision's prices valid at the time of execution.

11.3 For the replacement of Alvium cameras, the Customer owes the current purchase price plus the minimum fee and the cost of return transport.

12. Terms of Payment, Set-off and Retention

12.1 Payments shall be made without any deduction in accordance with the invoice, unless the parties have agreed otherwise. A payment shall be deemed to have been made only when the full amount of the invoice has been credited to Allied Vision's bank account specified in the invoice.

12.2 The Customer shall only be entitled to set-off rights if its counterclaims are based on the same contractual relationship or are legally established, undisputed or recognized by Allied Vision.

12.3 The Customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

13. Transfer of Ownership in Case of Replacement

By sending the defective Product to Allied Vision, the client agrees to transfer ownership of the Product to Allied Vision if a defect is remedied by way of replacement delivery. In return, Allied Vision shall - subject to payment of the invoiced service fee - deliver an equivalent Product and transfer ownership of the replaced Product to the client.

14. Liability for Defects for Replaced Products

If a defective Product is exchanged for a new one, the respective valid Terms and Conditions of Sale and Delivery of Allied Vision shall apply accordingly.

15. Warranty for Defects for Repairs

15. 1 The Customer shall notify Allied Vision in writing of defects that are not recognizable upon acceptance of the repaired Product immediately after the defect becomes recognizable. The notification shall be deemed immediate if it is made within one (1) week after discovery of the defect.

15.2 If no defect is found in the repair after a notice of defect by the Customer, the Customer shall bear the costs incurred by Allied Vision.

15.3 It is not a case of warranty for the repairs if defects are

- due to circumstances that occurred after the transfer of risk,
- caused by improper use or maintenance or repair work by the Customer,
- based on arbitrary changes of the Product by the Customer,
- due to normal wear and tear, or
- otherwise attributable to the sphere of the Customer.

Allied Vision may charge the client for the additional costs incurred in the aforementioned cases.

15.4 If the repair shows a defect, Allied Vision shall first be given the opportunity to start remedying the defect within a reasonable period of time.

15.5 In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the Customer has the right to remedy the defect itself and to demand reimbursement from Allied Vision for the expenses objectively necessary and proven for this purpose. In this case, the Customer shall inform Allied Vision in advance or, if this is not possible, without delay of the self-performance. The right to self-performance is excluded if Allied Vision would be entitled to refuse a corresponding subsequent performance according to the statutory provisions.

15.6 If subsequent performance fails or if further attempts at subsequent performance are unreasonable for the Customer, the Customer shall be entitled to reduce the price or to withdraw from the contract. However, in the case of an insignificant defect that does not affect the functionality and/or safety of the Product, the right of withdrawal shall be excluded. Allied Vision's liability for damages shall be governed by clause 16.

16. Limitation of Liability

16.1 Allied Vision shall be liable without limitation for damages resulting from injury to life, body or health caused by a negligent breach of duty by Allied Vision or by an intentional or negligent breach of duty by a legal representative or vicarious agent of Allied Vision as well as in case of mandatory statutory strict liability.

16.2 Allied Vision shall be liable for other damages resulting from an intentional or grossly negligent breach of duty by Allied Vision or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Allied Vision.

16.3 In the event of negligent breach of an essential contractual obligation, Allied Vision shall only be liable for the typically occurring damage foreseeable at the time of conclusion of the contract. An essential contractual obligation is an obligation the fulfillment of which makes the proper execution of the contract concluded with the Customer possible in the first place and on the observance of which the Customer relied and could rely and the culpable non-fulfillment of which endangers the achievement of the purpose of the contract.

16.4 In all other respects, Allied Vision's liability is excluded.

16.5 Insofar as the liability of Allied Vision is excluded and limited, this shall also apply to employees, representatives and vicarious agents of Allied Vision.

17. Limitation Period for the Repair

17.1 In the event of damage resulting from injury to life, body or health due to a negligent breach of duty by Allied Vision or an intentional or negligent breach of duty by a legal representative or vicarious agent of Allied Vision, in the event of other damage, which are based on an intentional or grossly negligent breach of duty by Allied Vision or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Allied Vision, as well as for damages which are based on an intentional or negligent breach of material contractual obligations under the respective contract by Allied Vision or a legal representative or vicarious agent, the statutory limitation period shall apply. The same applies to mandatory statutory strict liability.

17.2 In all other cases, the limitation period shall be one (1) year.

18. Force majeure

18.1 If a party is unable to fulfill its contractual obligations for reasons beyond its control, such as labor disputes, operational disruptions, fire, war, general mobilization, riot, embargo, foreign exchange and export restrictions, natural disasters, acts of terrorism, delivery bottlenecks, it may suspend these obligations to the extent that these obstacles persist and could not have been foreseen when the contract was concluded.

18.2 The party claiming force majeure shall immediately notify the other party in writing of the beginning and end of the delay, failing which it shall indemnify the other party against all costs incurred by it as a result of the failure to notify.

18.3 Either party may withdraw from the contractual relationship or terminate it with immediate effect if the delay caused by force majeure has lasted longer than six months.

19. Applicable law and place of jurisdiction

19.1 The contractual relationship concerning maintenance and repair work shall be governed by German law if the service is provided by Allied Vision Technologies GmbH or by Canadian law if the service is provided by Allied Vision Technologies Canada Inc.

19.2 In case of exchange (sec. 13), the contractual relationship shall be governed by the law set forth in the applicable Terms and Conditions of Sale and Delivery of Allied Vision.

19.3 For contracts with Allied Vision Technologies GmbH, the exclusive place of jurisdiction for all rights and obligations of the contracting parties shall be Jena (Federal Republic of Germany) if the client is a merchant, a legal entity under public law or a special fund under public law or does not have a registered office or a branch office in Germany at the time the action is brought.

19.4 For contracts with Allied Vision Technologies Canada Inc. the place of jurisdiction for all rights and obligations of the contracting parties shall be Burnaby (Canada).

19.5 However, Allied Vision shall also be entitled to sue the Client at the court having general jurisdiction over the Client.