

Service Program

Terms and Conditions

Notice: If your product is not covered by a warranty, extended warranty or a valid service contract the repair terms and conditions below will apply to your request for service. If your product is covered by a warranty, extended warranty or valid service contract, please refer the terms and conditions of the contract for details of how to obtain service as those terms and conditions will apply.

1. **Service**

ISS Group ("ISS") will service your product as described to you for the estimated charges stated (unless such charges are revised with your prior oral or written consent). As part of the service ISS may provide both parts and labour, but may direct that you replace certain readily installable parts yourself, as described below. In servicing your product, ISS may use new, used or refurbished parts. ISS will retain the replaced part or product that is exchanged under service as its property, and the replacement part or product will become your property. If applicable law requires ISS to return a replaced item to you, you agree to pay ISS the additional cost of the replacement item.

2. **Service Options**

ISS may facilitate service through one or more of the following options: (i) Off-site/Direct mail-in service. If ISS determines that your product is eligible for off-site service, you will ship the product to ISS Repair Service Center in accordance with ISS's instructions. Once service is complete, the ISS Repair Service Center will return the repaired product or provide a replacement product to you. If product is sent to ISS Repair Service Center ahead of time and ISS determines that your product is not eligible for off-site service, the product will be returned and the estimated charges will include labour and shipping required and value added tax where applicable and any other applicable taxes. (ii) On-site service. If ISS determines that your product is eligible for on-site service, an ISS Repair Service Center representative will visit your premises to service the product. (iii) Do-It-Yourself Parts service allows you to service your own product. If Do-It-Yourself Parts service is available in the circumstances, ISS will ship you a replacement part accompanied by instructions on installation and any requirements for the return of the replaced part. If you fail to return the replaced part as instructed, you will be charged a non-return fee as agreed by you at the time you authorized service. When ISS does not require the return of the replaced part, ISS will ship you a replacement part accompanied by instructions on installation and any requirements for the disposal of the replaced part. ISS is not responsible for any labour costs relating to Do-It-Yourself Parts service. ISS reserves the right to change at any time the method by which ISS may provide service to you.

3. **Service Exclusions**

If ISS determines, while inspecting your product, that service is needed due to the failure of parts that are not supplied by the Manufacturer, ISS may return the product to you without servicing it and the estimated charges will include labour and shipping required and value added tax where applicable and any other applicable taxes. If service requires additional labour or parts that were not specified in the estimated charges, ISS will ask for your approval of a revised estimate. If you do not agree that ISS may revise the estimated charges, ISS will return your product and the estimated charges will include labour and shipping required and value added tax where applicable and any other applicable taxes. ISS reserves the right to refuse service on products that have serial numbers altered, defaced or removed or that are damaged due to accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than ISS or a Manufacturer representative, unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, or other external causes. In such event, ISS may return the product to you without servicing it and the estimated charges will include labour and shipping required and value added tax where applicable and any other applicable taxes.

4. **Payment**

Unless your service is covered by Manufacturer's warranty or extended service contract without charge to you, you will pay the estimated charges stated when you authorized service. Your payment is due when the product is returned or a replacement product is provided to you. The estimated charges include all parts, labour, shipping required for service and include value added tax where applicable and any other applicable taxes.

5. **Transfer or Installation Services**

Unless otherwise agreed, ISS will not cover any defects or damage to any software or data residing or recorded in your product. If service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software licence, and you authorize ISS to transfer the information and accept such terms on your behalf in performing the service.

6. **Abandoned Product**

Unless you provide alternative instructions, ISS will ship your repaired or replacement product to the address you furnished when you authorized service. If your product is returned to ISS because delivery could not be completed at the address given, ISS or its carrier will attempt to contact you for an alternative address. If you do not provide an address at which ISS or its agent may deliver your product within thirty (30) days after the original delivery attempt, ISS will notify you that it considers your product to be abandoned. ISS will send notice to the email address you furnished when you authorized service. In the event that your product is abandoned, ISS may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale to pay for any outstanding service performed. ISS reserves its statutory and any other lawful liens for unpaid charges.

7. **Warranty**

In servicing your product, ISS warrants (1) that service will be performed in a workmanlike manner and (2) that all parts used in the service will be free from defects in materials and workmanship for ninety (90) days from the date of service. This warranty is an express limited warranty. If non-conforming service is provided or a defect arises in a replacement part during the ninety (90) day warranty period, at its option, ISS will (1) repair the part using new, used or refurbished replacement parts, or (2) replace the part with a new, used or refurbished equivalent part, or (3) refund the sums paid to ISS for replacement parts.

To the extent permitted by law, the express warranties, conditions and remedies set out in these terms and conditions are exclusive and in lieu of all other warranties, conditions, terms, undertakings, obligations and representations, whether oral or written, statutory, express or implied. To the extent permitted by law, ISS specifically disclaims and excludes any and all statutory and implied warranties, conditions, terms, undertakings, obligations and representations related to or arising in any way out of these terms and conditions, including any implied warranty or condition of merchantability, satisfactory quality, care, skill or fitness for a particular purpose.

[Some jurisdictions do not allow the exclusions or limitations specified above, so these limitations or exclusions may not apply to you. The express limited warranty gives you specific legal rights, and you may also have other rights that vary by jurisdiction.]

8. **Limitation of Liability**

If any product should be damaged or lost while in ISS's custody, ISS's liability will be limited to the cost of repair or replacement of the affected product. Otherwise ISS's entire liability to you for damages arising from any cause whatsoever with respect to the service of your product, whether due to ISS's negligence or to any other reason, is limited to the amounts that you pay ISS for such service. ISS has no liability whatsoever for indirect, special, exemplary, or consequential damages, such as lost profits or revenue. ISS has no liability for loss of or damage to data or software applications while performing service. Your only remedy under the Repair Terms and Conditions is to seek recovery of damages against ISS in an amount not to exceed what you have paid ISS for the service and the cost of Repair or replacement of the affected product.

[Some countries do not allow the exclusion or limitation of damages or liability for gross negligence, so the above limitations or exclusions may not apply to you.]

9. **Availability of Service**

Service under these Service Repair Terms and Conditions is offered and valid only within the European Union. Other countries outside the European Union are offered Service under these Service Repair Terms and Conditions on a case-by-case basis.

10. **Data Protection**

You agree and understand that it is necessary for ISS to collect, process and use your data in order to perform the service and support obligations under these Service Repair Terms and Conditions. ISS will protect your information in accordance with ISS Customer Privacy Policy available at www.iss.se.

11. **Subcontractors**

ISS may subcontract with other service providers for the service of your product.

12. **Governing Law**

The laws of the country where you ordered service will govern these Service Repair Terms and Conditions.

13. **Cancellation**

By agreeing to these Service Repair Terms and Conditions and placing an order for service, you understand that ISS will start providing the service immediately. You agree that because ISS will immediately start the service, you will not have a right to cancel your order or withdraw from the contract.

14. **Complete Agreement; Severability; Force Majeure**

These terms and conditions govern ISS's service obligation. No other oral or written terms or conditions apply, including ones in any purchase order that you provide to ISS. ISS does not authorize any variance or modification of these Service Repair Terms and Conditions. If any provision of these Service Repair Terms and Conditions is held to be illegal or unenforceable, that provision will be deemed to have never been part of the Service Repair Terms and Conditions, and the remaining terms and conditions will continue to be enforceable. ISS is not responsible for any failures or delays in performing Service that are due to events outside ISS's reasonable control.