

Abaco Systems Product Repair and Replacement Policy

1. REQUIRED DOCUMENTATION.

1.1 RMA NUMBER. Prior to returning your product to Abaco Systems, Inc. or its subsidiary ("Abaco"), an RMA (Return Material Authorization) Number must first be obtained. This RMA Number must be referenced on all documentation relating to the return (i.e., shipping documents, shipping label, purchase order, correspondence, etc.). The following information is required when requesting a RMA Number:

1. Model number and option
2. Serial number and assembly revision
3. Description of failure
4. Shipping information
5. Point of contact and phone number
6. Billing information (required if Out-of-Warranty)
7. Purchase order number

When the Customer applies for an RMA Number, Abaco will determine the warranty status of the product and, if Out-of-Warranty, will advise the Customer of the price for repair or replacement as described in section 4 below.

1.2 PURCHASE ORDER. All repairs require a purchase order. For In-Warranty repairs, the purchase order can be for nil-value. All purchase orders must refer to the RMA Number, which the Customer must obtain in advance in accordance with section 1.1 above. The purchase order, and all repair services and repaired or replacement products, shall be governed by the terms of this policy and Abaco's standard Conditions of Sale, notwithstanding any terms contained or referenced in the purchase order. Any products received by Abaco for repair without an accompanying purchase order will be subject to rejection and return to the Customer without remedial repair action being taken.

2. WARRANTY.

2.1 IN-WARRANTY REPAIR OR REPLACEMENT. Products repaired or replaced pursuant to their initial warranty shall remain in warranty for a period of ninety (90) days from date of the shipment of the repaired or replacement product to the Customer, or for the remainder of the initial warranty period, whichever is longer. This warranty shall apply only to the repair or replacement action taken. (For informational purposes, Abaco's standard product warranty, as set forth in its standard Conditions of Sale, provides for a warranty period of two (2) years from the date of shipment for board-level products and a warranty period of one (1) year from the date of shipment for system-level products or for end of life (EOL) products.)

Should the product not be reasonably repairable due to the Customer's improper storage, installation, use or maintenance, or any other event which is not the fault of Abaco, the Customer shall be liable for the full price of any replacement product and for any unavoidable repair activity carried out on the returned product.

2.2 OUT-OF-WARRANTY REPAIR. Out-of-warranty repair services are covered by Abaco's standard services warranty. (For informational purposes, Abaco's standard services warranty, as set forth in its standard Conditions of Sale, provides for a warranty period of ninety (90) days from the completion of services.)

2.3 PROMPT NOTIFICATION REQUIRED. If the Customer receives a shipment which includes damaged product(s), it must notify Abaco promptly, but in no event more than sixty (60) days after shipment by Abaco, in order to preserve the capabilities to determine whether the damage is caused by a warranty defect and to recover for damages caused in transit. **Failure to provide prompt notification voids any applicable warranty, such that any remedial activity shall be considered Out-of-Warranty and a charge applied accordingly.**

3. SHIPPING AND PACKING. Inbound shipping charges to Abaco, including associated taxes, duties, tariffs, etc., shall be paid by the Customer. For In-Warranty repairs, return (outbound from Abaco) shipping charges shall be paid by Abaco to the Customer's destination.

For Out-of-Warranty repairs, return (outbound from Abaco) shipping charges shall be paid by the Customer. The type of packaging used to ship the product depends on whether the product is shipped singly, in a chassis, or packaged with other products. The Customer shall utilize the same (or equivalent) protective packaging container for reshipment as was provided by Abaco. Approved ESD procedures are essential when handling Abaco products. **Failure to utilize proper packaging materials and/or approved ESD procedures may result in the voiding of any applicable warranty and/or a delay in the processing of the return.**

4. PRICING.

4.1 REPAIR PRICING – BOARD-LEVEL PRODUCTS. Abaco operates a Fixed Price repair pricing policy on board-level products. At the point the Customer requests an RMA Number and the warranty status of the board-level product is established as being Out-of-Warranty, the Customer will be advised of the Fixed Price for repairing the product in question.

4.2 REPAIR PRICING – SYSTEM-LEVEL PRODUCTS. Upon receipt of a returned system-level product, Abaco will assess the extent of the repair action required and, if Out-of-Warranty, will advise the Customer of the Fixed Price for carrying out that repair action. Abaco will proceed with the repair upon receipt of the Customer's purchase order for the repair price quoted.

4.3 OTHER PRICING.

4.3.1 Retesting. A Fixed Price will apply if the Customer returns products for "retest for verification" or the like. Such testing shall be limited to normal production test.

4.3.2 Upgrade. A Fixed Price will apply to Customer requests for "upgrade-only" or the like, unless such upgrade is determined to be necessary to correct a warranty defect.

4.3.3 NFF; BER. In the event Abaco determines that a returned Out-of-Warranty product is either NFF (No Fault Found) or BER (Beyond Economical Repair), the Customer shall be informed of the applicable fee in effect at that time and required to reduce the value of its purchase order accordingly.

4.3.4 Expediting. Customer may request expedited turn-around for which a premium charge will apply above the Fixed Price as set forth above. Customer will only be charged the premium fee if Abaco satisfies the request for expediting.

5. PAYMENT: Payment is due upon delivery, or, at Abaco's option, net thirty (30) days after the date of delivery.

6. REPAIR REPORTS: The Customer will be provided, at no charge, a standard RMA Return Report for all completed repairs. If the Customer requests a more detailed report, such request will be reviewed and considered on a case-by-case basis, and additional charges may apply.

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