

MITSUBISHI ELECTRIC extended warranty
for
MITSUBISHI brand Controller and Human Machine Interface (HMI) Products

Effective Date: 1 April 2010

Mitsubishi Electric Europe B.V. FA-EBG, Gothaer Str. 8, 40880 Ratingen, Germany (hereinafter referred to as "FA-EBG") provides the following extended warranty for Mitsubishi Electric's Controller and Human Machine Interface Products ("Controller/HMI Product(s)" as defined below) which have been purchased within Europe and Neighbouring Countries (as defined below) by the USER (as defined below), from an Authorized Distributor and/or an Authorized System Integrator (both as defined below) subject to the exclusions contained below.

ARTICLE 1. Definitions

- (1) "Effective Date" shall mean the date on which the Warranty comes into effect (1 April 2010)
- (2) "Europe and Neighbouring Countries" shall mean the territory of the European Union as well as Bosnia Herzegovina, Croatia, Moldova (Republic of), Norway, Serbia, Switzerland, Turkey, and the CIS countries Belarus, Kazakhstan, Russia, Ukraine, as well as South Africa, Israel, Morocco, Tunisia and Lebanon
- (3) "Controller/HMI Product(s)" shall mean all Alpha, FX, System Q, iQ Platform and GOT products manufactured and/or distributed by the Mitsubishi Electric group; it shall not cover any other product(s) sold by FA-EBG's Business. In addition, Controller/HMI Products shall not mean any consumable parts associated with the Alpha, FX, System Q, iQ Platform or GOT products, such as batteries, backlights, fuses, protection sheets, connector covers, etc.
- (4) "Service Contractor" shall mean the person instructed by FA-EBG to perform the Warranty service (subject to any change by FA-EBG)
- (5) "USER" shall mean any person being the owner of a Controller/HMI Product which has been purchased within Europe and Neighbouring Countries
- (6) "Warranty" shall mean the warranty granted by FA-EBG under this document.
- (7) "Authorized Distributor" shall mean any third party who has entered into a written agreement with FA-EBG to sell the Controller/HMI Products.
- (8) "Authorized System Integrator" shall mean any third party who has entered into a written agreement with FA-EBG to buy the Controller/HMI Products for integration into other systems for their own customers.

ARTICLE 2. Warranty Description

- (1) FA-EBG warrants the Controller/HMI Products to be free from defects in materials, design and/or workmanship.
- (2) If FA-EBG determines, in its sole discretion, that Controller/HMI Products fail to conform to this Warranty, FA-EBG will have repaired or send replacements for the defective Controller/HMI Products to the USER by the Service Contractor according to the procedure detailed below.
- (3) FA-EBG shall only be obligated to repair the defective Controller/HMI Product so that it conforms to Mitsubishi specifications.
- (4) FA-EBG shall have exclusive discretion to replace the Controller/HMI Product with an equivalent model where the Controller/HMI Product is within warranty but deemed by FA-EBG to be beyond economic repair. If an equivalent model is not available then FA-EBG may replace using a successor, higher value or higher specification model.
- (5) Cost for removal, new incorporation of the replaced Controller/HMI Product and other indirect costs for removal or incorporation (including, but not limit to, transportation cost such as shipping charges) shall be excluded. Any compensation in money, in particular for covering financial loss due to the defect, shall be excluded as well.

ARTICLE 3. Limitation Period of the Warranty

- (1) The limitation period of the Warranty under this Article 3 shall be as follows:
 - Either 42 (forty-two) months and start to run from the date of the Controller/HMI Product's manufacturing date (as fixed on the Controller/HMI Product) or
 - 36 (thirty-six) months and start to run from the date of delivery to the USER.whichever comes earlier.
- (2) Repair or replacement shall not extend the original warranty period of the Controller/HMI Product.

ARTICLE 4. Registration of the Warranty

- (1) As a pre-condition to benefit from the Warranty the USER is required to register this Warranty exclusively on the website made available for this purpose by FA-EBG. The USER shall register the Controller/HMI Product within 12 months from the delivery of the respective Controller/HMI Products; however the USER may register Controller/HMI Products bought before the Effective Date of this Warranty as long as the limitation period as granted under this Warranty has not expired.
- (2) Controller/HMI Products manufactured before October 2006 (42 months before April 2010) are older than the covered period for this Warranty and are not eligible for registration.
- (3) FA-EBG shall not be responsible for any errors a USER may make during the registration process that could cause a Warranty claim to be refused.
- (4) FA-EBG reserves the right to share USER details submitted during the registration process with the branch offices of Mitsubishi Electric Europe and its authorized distributors.

ARTICLE 5. Warranty exclusions and limitations

The following exclusions and limitations apply to the Warranty granted by FA-EBG regarding Controller/HMI Products:

- A. **FA-EBG SHALL NOT BE LIABLE FOR DAMAGE, MALFUNCTIONS OR SERVICE FAILURES WHICH, IN FA-EBG'S SOLE JUDGEMENT, ARE CAUSED BY:**
 1. faulty system design, system configuration and/or assembling method
 2. inappropriate storage, transport and/or handling of Controller/HMI Products, carelessness and negligence by the USER
 3. use of wrong or incompatible system components
 4. failure that could have been avoided if functions or structures, judged as necessary in the legal safety measures the USER's device (in which the Controller/HMI Product has been incorporated) is subject to or as necessary by industry standards, had been provided
 5. failure that could have been avoided if consumable parts of the Controller/HMI Product designated in the user's manual etc. had been correctly serviced or replaced
 6. installation of the Controller/HMI Products by persons who are not appropriately trained and authorized
 7. operation under improper environmental conditions or by improper methods deviating from the Controller/HMI Product's specifications, MITSUBISHI's operating instructions or indications on the type plate
 8. modifications of the Controller/HMI Products without FA-EBG's approval
 9. failures caused by external irresistible forces such as fire, or abnormal voltages and failures caused by force majeure such as earthquake, hurricane, flooding, lightning (even indirectly), fire, snow, frost, or power failure surges, actions of third parties or other unforeseeable events beyond the reasonable control of FA-EBG
 10. uses of the Controller/HMI Product not recommended by FA-EBG
- B. FA-EBG does not conduct on-site warranty servicing or on-site installation services.

- C. FA-EBG shall not pay the cost for replacing consumable parts of the Controller/HMI Product such as the battery.
- D. FA-EBG does not grant the Warranty for any Controller/HMI Product used in contradiction to applicable Security Export Control Rules of Mitsubishi Electric Corporation, Tokyo, Japan.
- E. This Warranty does not apply to software used for the Controller/HMI Product; such software shall continue to be governed by the respective license terms.

ARTICLE 6. Procedure and cost allocation

- (1) Should any occasion within this scope of this Warranty arise, the USER shall notify the facts in writing within 10 working days from the discovery of the defect in the Controller/HMI Product specifying the serial number of the defective Controller/HMI Product and describing the defect. All notification shall be in English and send via the website on which the USER has been registered beforehand.
- (2) USER is responsible at USER's cost for packaging and delivery of the defective Controller/HMI Product to FA-EBG or its nominated Service Contractor. FA-EBG is responsible at its cost for the return of the repaired Controller/HMI Product or the replacement Controller/HMI Product to USER.
- (3) Any Controller/HMI Product shipped to FA-EBG or its nominated Service Contractor by USER is at USER's risk: FA-EBG may reject any warranty claim where the Controller/HMI Product appears to have suffered transit damage through inadequate packaging or otherwise. FA-EBG may levy a standard rate charge for packaging the Controller/HMI Product for return delivery where FA-EBG reasonably considers the USER's packaging is inadequate for return transit.
- (4) On receiving the claim by email, fax and/or together with the Controller/HMI Product, FA-EBG will provide a repair or a replacement Controller/HMI Product as quickly as possible.
- (5) Upon receiving the Controller/HMI Product, FA-EBG will verify if the failure is eligible for Warranty coverage. If it is the case, the repair or replacement Controller/HMI Product will be provided free of charge. For any "No Fault Found" or other claim rejected when FA-EBG or its nominated Service Contractor inspects the returned Controller/HMI Product, FA-EBG shall be entitled to charge its standard inspection and return shipment fee and shall be entitled to payment before return of that Controller/HMI Product to the USER.
- (6) Replaced parts of Controller/HMI Products or replaced Controller/HMI Products will become the property of FA-EBG.

ARTICLE 7. Severability

If a part of the terms and conditions set out above is held invalid, void or unenforceable due to any particular national or international legislation, it shall not affect other parts of the terms and conditions remaining.

ARTICLE 8. DISCLAIMER

THIS EXPRESS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, SPECIALLY THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. FA-EBG SHALL NOT BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT OR TORT (EXCEPT FOR INTENT OR GROSS NEGLIGENCE), OR OTHERWISE, FOR ANY LOSS, DAMAGES (INCLUDING SPECIAL, INCIDENTAL, CONSEQUENTIAL). FA-EBG SHALL NOT BE LIABLE FOR PERSONAL DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE, DELIVERY, REPAIR, REPLACEMENT, MAINTENANCE OR OPERATION OF THE CONTROLLER/HMI PRODUCTS. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THAT MANDATORY LIABILITY EXISTS, E.G. PRODUCT LIABILITY LAW DUE TO INJURY OF LIFE, LIMB OR HEALTH.

ARTICLE 9. Applicable law and venue

The validity, construction and effect of this MITSUBISHI ELECTRIC extended WARRANTY for Controller/HMI Products shall be governed by German law excluding the UN Convention on Contracts for the International Sale of Goods (1980). The courts of Düsseldorf, Germany, shall have exclusive jurisdiction.

ARTICLE 10. Final Conditions

- (1) **This is the sole and exclusive remedy of this Warranty.**
- (2) **Other rights may exist under specific national law in the countries where this Warranty is available. These statutory rights are not affected hereby.**

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