

AS FRIIS LTD. STANDARD WARRANTY TERMS & POLICY.

- 1.0 AS FRIIS LTD. warrants to the Buyer that the goods shall be free from defects due to faulty materials or improper workmanship for 12 months from the date of delivery to end-user but not more than 18 months from delivery from AS FRIIS LTD. or partners facilities, whichever is sooner.
- 2.0 AS FRIIS LTD. obligation under 1.0 above shall be to replace at no charge ex-work (EXW) at AS FRIIS LTD premises or partners facilities to the buyer any part of the goods which is defective in materials or workmanship.
- 3.0 AS FRIIS LTD. liability under 1.0 above shall be conditional upon:
 - 3.1 Every claim being delivered in writing to AS FRIIS LTD. within 30 days of the occurrence of the alleged failure, giving full particulars thereof and stating.
 - 3.1.1 Date of purchase,
 - 3.1.2 Date of delivery
 - 3.1.3 Serial number(s) of the goods.
 - 3.1.4 Hours of operation/use and.
 - 3.1.5 Date of failure.
- 4.0 AS FRIIS LTD.'s obligations under this Warranty shall not cover or apply to:-
 - 4.1 **Transportation**, installation or labor costs or other charges incurred by the Buyer;
 - 4.2 Any other proprietary items not manufactured by AS FRIIS LTD,
 - 4.3 Any goods or parts thereof which in the opinion of AS FRIIS LTD have been affected adversely by methods of assembly and/or incorporation into another product adopted by Buyer or its sub-contractor or customer, or have been altered, repaired, neglected, incorrectly maintained, or used in such a way as to affect adversely their stability or reliability, or have been used in any product or for any purpose for which they were not designed.

This Warranty is given expressly in place of and excludes all other warranties and conditions expressed or implied, whether under Common Law, Statute or otherwise, and AS FRIIS LTD. SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES RESULTING FROM DELAYED DELIVERY OR PERFORMANCE, SHORT SHIPMENT, HANDLING, STORAGE, USE, IMPERFECTION OR OTHERWISE OF GOODS SUPPLIED AS WELL AS FROM DELAYED OR IMPERFECT SERVICES RENDERED or from defective material, faulty workmanship or otherwise as stated.

- 5.0 (Where and when requested by AS FRIIS LTD.) the part which is alleged to have failed being returned to AS FRIIS LTD. or otherwise made available for inspection by AS FRIIS LTD. or its representative, the cost of carriage of such part to AS FRIIS LTD. being reimbursed to the Buyer upon acceptance of the claim. Alternatively, the manufacturer may require digital photos and a full report be supplied by email which clearly identifies the fault/problem and highlights any/all manufacturing defects.
- 6.0 AS FRIIS LTD.'s reserves the right to make improvements in design or changes in specification at any time, without incurring any obligations to owners of products previously sold.
- 7.0 Arbitration. Any and every dispute or difference arising out of or in connection with this Policy shall be and is hereby submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules. The appointing and administrating body shall be the Governing laws of the Kingdom of Thailand.