

COMPANO 100 – Service Contract Conditions

1. Validity and Limitation of Services

- 1.1 The following Service Contract Conditions apply for Service and Maintenance Contracts that are sold in connection with a COMPANO 100 test set. In addition to these Conditions, OMICRON's General Sales Conditions, available at <https://www.omicronenergy.com/en/legal/terms/> shall apply. In case of contradictions, these Conditions shall have priority over the General Sales Conditions.
- 1.2 For the purpose of these Conditions, the Service Provider is the company that has provided the Service Contract to the customer. Additional guarantees from OMICRON are shown in the COMPANO 100 Service Certificate.
- 1.3 Service Contracts are available for COMPANO 100 test sets, only. The use of the Service Contract services ("Services") is limited to the test set for which the Service Contract has been made. The respective serial number of the COMPANO 100 has to be included in all communication with the Service Provider.

2. Premium Application Support (if included)

Premium Application Support is available from Monday to Friday (24/5) – Central European Time, subject to a fair use policy.

3. Annual Calibration (if included)

Upon customer request, the Service Provider will calibrate the COMPANO 100 test set once a year, whereat it is the customer's responsibility to have the test set shipped to the Service Provider. The shipping from the Service Provider back to the customer is included in the Service Contract.

4. Extended Warranty (if included)

The warranty period is extended for the term of the Service Contract if the Service Contract was made not later than 24 months from the initial purchase date of the COMPANO 100 test set, and the Service Contract was valid without interruption.

5. Exchange of Battery (if included)

The battery is exchanged free of charge if its state of health (SOH) drops below 75 % after a full charge/discharge cycle. This is tested by the Service Provider at the annual calibration.

6. Worn out Accessories (if included)

Upon customer request, worn-out accessories, such as cables or the transport case, are exchanged at the annual calibration on condition that there is a danger of malfunctioning. This exchange excludes lost accessories.

7. Trade-in (if included)

The discount for the trade-in is calculated from the initial shipment date from Service Provider to the customer as shown in the shipment invoice. Trade-in service is available under the condition that the Service Contract was made not later than 24 months after the initial purchase of the COMPANO 100 test set, that the Service Contract was maintained without interruption until the trade-in date, and that the COMPANO 100 test set (or its direct successor) is still offered by OMICRON.

8. Term and Termination

The Service Contract is effective from the date of invoicing, and is valid for one (1) year. The Service Contract automatically renews itself for the period of another (1) year if not terminated by giving written notice two (2) months before the end of the contract term.

9. Assignment

Any assignment of rights and obligations from this Service Contract requires prior written approval by OMICRON.

10. Default of Payment

In case the Service Contract is not paid in full within thirty days from the invoice, OMICRON is not obliged to provide any of the Services, and may, at its sole discretion, rescind the Service Contract with immediate effect.

11. Force Majeure

Insofar as one contractual party is unable to fulfill or experiences a delay in fulfilling a contractual obligation (for example, the imposition of economic sanctions), this party shall immediately (i) inform the other party of the event, (ii) specify the contractual obligation that is impaired, and (iii) indicate the likely duration of the event. Insofar as force majeure prevents or delays fulfillment of a contractual obligation for more than 90 days, each party is entitled to terminate the Service Contract by providing reasonable notice.