HARMAN TERMS AND CONDITIONS OF SALE

1 DEFINITIONS
In these Conditions, where applicable:

01. “Affaire” is an entity that directly or indirectly through other interlocking ownership or Control, is Controlled by or is under common Control with, another entity within the respective group of companies.

02. “Buyer” is the purchaser of Product, and where the Buyer consists of more than one person, means each such person.

03. “Conditions” means these Terms and Conditions of Sale as amended from time to time.

04. “Confirmation” means (i) the contract document referred to in 2.03; (ii) any document bringing into effect a contract document; or (iii) any bid document from which a contract document can be derived.

05. “Consumer” means a person who is not a Buyer of the Product in course of the Buyer’s business or profession, and who is protected by consumer protection legislation applicable to the sale.

06. “Delivery”, in relation to Products, is the passing of the possession from the Seller to the Buyer or to a party on behalf of the Buyer or an independent carrier for delivery to Buyer; and in relation to services is their performance. References to Delivery include parts thereof.

07. “Event of Default” means an event which is a default, and includes any default that will result in a default.

08. “Interest” is the rate of 1.50% monthly (or highest rate permitted by applicable law whichever rate is lower).

09. “Involuntary” means the inability of the Buyer to pay its debts as they fall due, the suspension of making payments on any financial obligation, the Buyer becoming insolvent, negotiating with one or more of its creditors with a view to rescheduling any of its indebtedness and/or the value of the assets of the Buyer is less than liabilities and a moratorium being declared in respect of any indebtedness of the Buyer and/or the Buyer becoming subject to involuntary proceedings (including but not limited to the appointment of a liquidator; receiver; administrator; administrator; receiver, compulsory receiver, or other insolvency or bankruptcy procedure or step is taken in any jurisdiction in respect of the Buyer.

09. “Manufacturer” comprises any supplier of Product.

11. “Notices” means notices in writing “notified” has a corresponding meaning. “Writing” includes any writ- ten, electronic or oral notice, communication or message.

12. “Order” means a written purchase order issued by Buyer for the purchase of Products.

13. “Parties” means the Seller and manufacturer or any other corporate or governmental entity and/or supra-national or supranational authority.

14. “Price” means the list price in force as of the date that Seller accepts an Order and in the case of part delivery, the price of such part delivery.

15. “Product” is the goods and services supplied by Seller and, where appropriate, include accompanying or related materials.

16. “Sale” includes rental and other disposal for value of any right or interest in Products, and supply of services to the extent to which Seller and Buyer have a corresponding meaning.

17. “Seller” is Harman International Industries Limited or its Affiliates, as indicated by the Confirmation or invoice.

18. “Taxes” means all applicable duties, taxes, imports, fees and deposits charged by authority of law upon the sale or delivery of Product or any other matter.

19. Words and phrases defined in the current edition of the Oxford dictionary (Oxford 10th edition as published by the International Education Publisher), except as expressly stated otherwise, shall have the same meaning in any Sale.

20. Genders are interchangeable and the singular number includes the plural.

2. FORMATION OF CONTRACT
All contracts are subject to the written Confirmation by Seller.

There is a binding contract, based on these Conditions, between Seller and Buyer upon Delivery or acceptance by Buyer of the Product. These Conditions are the only terms which govern the relationship and/or transactions, between Seller and Buyer upon Delivery or acceptance by Buyer of the Product. These Conditions shall not be amended, modified, or supplemented except as expressly stated otherwise herein, by any subsequent written agreement signed by both parties covering the sale of the Product, the terms and conditions of said agreement shall prevail to the extent of any inconsistency with these Conditions.

A Confirmation incorporating these Conditions except as expressly stated otherwise therein shall be treated as forming part of these Conditions.

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10. If the Seller shall, in accordance with these Conditions and any Contract including, but not limited to, the following provisions: 2.03, 2.13, 4.04, and 4.06. Revision September 2014- EMEA Pro
HARMAN WARRANTY POLICY

1 APPLICATION
01 This Warranty Policy sets forth the standard warranty terms applicable to the Martin branded Product(s) purchased from Harman International Industries Incorporated or its Affiliate (“Seller”), as indicated by the Confirmation or invoice. 02 This Warranty Policy is intended to supplement the applicable Terms and Conditions of Sale. 03 Unless the context otherwise requires, capitalized words and expressions contained in this Warranty Policy shall have the meaning as given in the applicable Terms and Conditions of Sale.

2 WARRANTY TERMS
01 Subject to the terms of this Warranty Policy, Seller warrants as follows:
(a) Finished Products will be free from defects in materials and workmanship under normal use of the Products in the industry for a period of twenty-four (24) months from the Delivery, with the exception of Finished Products designated by Seller as “Exterior Projection”, “Exterior Linear”, and “Exterior Inground”, which shall be for a period of sixty (60) months, and spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three (3) months from the Delivery. Seller warrants to able to deliver spare parts for the Finished Products only for the duration of the warranty period stated in this Clause.
(b) Used Products certified as such by Seller prior to Sale of such Used Products, will be free from defects in materials and workmanship under normal use of such Products in the industry for a period of ninety (90) days from Delivery. No warranty will apply to Used Products which are not certified by Seller prior to Sale of such Used Products.

3 WARRANTY CLAIMS AND PROCEDURES
01 Any warranty claim by the Buyer based on any defect in Finished Products or spare parts shall be notified upon Delivery as provided under the Terms and Conditions of Sale or, where the defect could not reasonably have been discovered during such examination of the Products at the time of Delivery within seven (7) days after manifestation of the defect, failing which Buyer shall be deemed to have accepted the Finished Products or spare parts as non-defective. Warranty claims notified by the Buyer to Seller after the expiration of the warranty terms stated in provision 2.01 are not accepted.

02 Where any valid warranty claim is notified to Seller in accordance with the terms of provisions 2.01 and 3.01 and approved by Seller in writing (which approval shall not be unreasonably withheld), Seller shall fulfil its warranty obligations as follows:
(a) if the Buyer reasonably can be expected to be able to repair the defect, if necessary with support from Seller’s Technical Support and Service department, Seller may fulfil its warranty obligations by sending the necessary replacement parts to the Buyer free of charge;
(b) if the Buyer cannot reasonably be expected to be able to repair the defect, Seller shall repair or replace the defective Finished Products or spare parts, subject to the Buyer returning and thereby assigning to Seller all property rights to such Finished Products or spare parts that are to be replaced by Seller; the replacement Products or spare parts will be a) equivalent or substantially similar to the Finished Products or spare parts and b) new, equivalent to new or re-conditioned; or
(c) if none of the foregoing remedies are commercially viable in Seller’s sole judgment, Seller may opt instead to refund the net purchase price paid by the Buyer for the defective Finished Products or spare parts less reasonable depreciation of the value of such Product or spare parts due to use or age, subject to the Buyer assigning to Seller all property rights to such Finished Products or spare parts. The Buyer shall, within ten (10) days of the defective Finished Products or spare part being replaced, enquire at Seller, whether the Buyer should return to Seller such defective Finished Products or spare parts or destroy same and may not return such Finished Products or spare parts to Seller, unless Seller has authorized the return in writing in accordance with provision 3.08 of the Terms and Conditions of Sale.

03 Seller shall assume all responsibility and expense for freight and freight insurance, unless the warranty claim is not valid in Seller’s reasonable judgment and Buyer shall assume all responsibility and expense for dismantling, removal, re-installation and duties in connection with the foregoing. 04 Repair or replacement under the warranties contained herein does not interrupt or extend the warranty terms stated in provision 2.01.

4 EXCLUSIONS AND LIMITATIONS
01 The warranties contained herein shall not extend to any Finished Products or spare parts from which any serial number has been removed or which have been damaged or rendered defective
(a) as a result of normal wear and tear, willful or accidental damage, negligence, misuse or abuse;
(b) due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes;
(c) by operation outside the specifications contained in the user documentation;
(d) by the use of spare parts not manufactured or sold by Seller or by the connection or integration of other equipment or software not approved by Seller unless the Buyer provides acceptable proof to Seller that the defect or damage was not caused by the foregoing in this subsection d);
(e) by modification, repair or service by anyone other than Seller, who has not applied for and been approved by Seller to do such modification, repair or service unless the Buyer provides acceptable proof to Seller that the defect or damage was not caused by the foregoing in this subsection e);
(f) due to procedures deviating from procedures specified by Seller; or
(g) due to failure to store, move, transport, install, test, commission, maintain, operate or use such Finished Products or spare parts in accordance with Seller’s instructions, in a safe and reasonable manner or in a manner that does not provide at least the degree of protection afforded by Seller branded storage, transportation and installation equipment, including but not limited to transportation cases and folding transportable rigs, in terms of shock absorption and protection from vibration for the Finished Product and all its components, impact protection, ingress protection, protection from unfavorable environmental conditions, thermal insulation and strength. All approvals and certifications related to the Products are related to a single Product and not a group of products used together. 02 None of the warranties contained herein shall apply to such Finished Products or spare parts which are sold “as is”, “as second-hand”, as “used”, as “demo” or under similar qualifications or to Consumables as defined in this provision 4.02. For the purposes of this provision 4.02, “Consumables” is defined as any part(s) of any Products or part(s) for use with any Products, which part(s) of Products or part(s) for use with Products are consumed during the operation of the Products and which part(s) of Products or part(s) for use with Products require replacement from time to time by a user such as, but not limited to, light bulbs and smoke fluid. Seller will provide

3.08 None of the warranties contained herein shall apply, unless the total purchase price for the defective Finished Products or spare parts has been paid by the due date for payment.
04 The warranties contained herein apply only to the Buyer as original purchaser of the Finished Products and are not assignable or transferable to any subsequent purchaser or end-user.
05 Seller’s warranty obligations, and the limitations and conditions associated with those obligations, will be governed by the Warranty Policy and the Terms and Conditions of Sale unless otherwise agreed in writing by Seller.

06 BUYER SHALL HAVE NO OTHER REMEDIES IN CONNECTION WITH DEFECTIVE FINISHED PRODUCTS OR SPARE PARTS THAN THE RIGHTS GRANTED PURSUANT TO THE TERMS AND CONDITIONS OF SALE AND THIS WARRANTY POLICY. EXCEPT AS SET FORTH IN THE EXPRESS WARRANTIES CONTAINED HEREIN AND THE TERMS AND CONDITIONS OF SALE, SELLER MAKES NO CONDITIONS, WARRANTIES, REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING OUT OF USAGE OR TRADE, ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW.

5 GENERAL
01 The terms, rights and obligations under the Terms and Conditions of Sale shall not be affected or impaired by the execution, delivery and performance of the warranty, except in the manner and to the extent stated in this Warranty Policy. 02 The invalidity, unenforceability or illegality of any term, condition or stipulation in this Warranty Policy shall not affect the validity, enforceability or legality of the remaining terms, conditions and stipulations of this Warranty Policy and/or the applicable Terms and Conditions of Sale. Updated September 2019