

## TEKTRONIX TERMS AND CONDITIONS FOR SERVICE PLANS

The Tektronix Terms and Conditions for Service Plans ("Service Plan Terms") are inclusive of the Tektronix Worldwide Terms and Conditions of Service available [here](#), and all terms are defined as provided in the Tektronix Worldwide Terms and Conditions of Service, except as specifically provided below. These Service Plan Terms set forth the rights, duties and obligations of Tektronix and the Customer with respect to the Tek Factory Service Plans ("Plans"). If any Service Plan Terms are conflicting with the Tektronix Worldwide Terms and Conditions of Service, the Tektronix Service Plan Terms and Conditions will take precedence.

### THIS IS NOT A CONTRACT OF INSURANCE

- 1. How to Obtain Service.** To obtain Service:
  - a. Customer may visit [www.tektronix.com/repair](http://www.tektronix.com/repair) and click "Submit Request" to pre-book a Service request or contact the nearest Designated Service Center.
  - b. If Customer is located in the USA, Customer can also call Tektronix at 1-800-833-9200 and press "2". A representative will arrange for Service and provide a Return Material Authorization ("RMA"), along with other directions for shipping the Equipment.
  - c. Customer is responsible for all aspects of shipping the Equipment to Tektronix. Tektronix is not responsible for any costs, loss or damage occurring during shipping.
- 2. Service Overview.**
  - a. Upon receipt of a covered Equipment, Tektronix will attempt to replicate the fault to assess Repair. At the sole and absolute discretion of Tektronix, the Equipment will be Repaired or replaced using authorized Tektronix parts and in accordance with Specifications. This Plan covers labor and Repair or replacement of parts.
  - b. If the Repair of Equipment is not economically or commercially feasible or Equipment is no longer in production, Tektronix may decide, in its sole and absolute discretion, to replace Customer's Equipment with another of like Specifications.
  - c. At Customer's option, repairs determined to be outside the scope of this Plan will be separately quoted, or the Equipment(s) will be returned to Customer, at Customer's cost.
- 3. Term.**
  - a. Initial coverage under this Plan will be calculated from Customer's original purchase date of the applicable Equipment(s) and extend for the period shown on the applicable quotation, acknowledgement, or Service Agreement ("Term").
- 4. What is Covered.** The following services are included in the Plans, as referenced below, with the exclusions listed in Section 5:
  - a. **Tek Calibration Plan covers the following Services for Equipment included in the Plan:**
    - i. Priority return shipping to the Customer;
    - ii. Annual accreditation, certification, or calibration as provided on Order Document(s) (annual Calibration not utilized by Customer within Term year is forfeit);
    - iii. Instrument adjustments for out of tolerance calibration to Equipment Specifications (except if due to a cause or event listed in Section 5 below);
    - iv. On-scope firmware and software updates;
    - v. Full routine preventative maintenance checkpoints; and
    - vi. Cosmetic repairs and standard cleaning process.
  - b. **Tek Care Plan and Keithley Care Plan covers the following Services for Equipment included in the Plan:**
    - i. Priority return shipping to the Customer;
    - ii. Case management by a single point of contact for status inquiries, resolution tracking and issue escalation;
    - iii. Repair or replacement, as determined by Tektronix in its sole and absolute discretion, caused by reasonable wear, tear or damage associated with the Equipment's expected and intended use, including damage or failure to connectors, screens, knobs, keypads, adaptors, buttons and plastics (other than cosmetic or paint blemishes), as well as damage caused by mechanical shock such as accidentally dropping Equipment;
    - iv. Replacement of damaged styluses, battery door covers, screen protectors, hand straps or clips included with the Equipment;
    - v. Preventative maintenance. Note: Preventative maintenance does not include Calibration unless a Calibration is a necessary part of a Repair covered by this Plan; and
    - vi. Repaired Equipment will have a functional test performed before being cleaned, packaged and returned to the Customer.
  - c. **Tektronix Total Protection Plan covers Services listed under Tek Care Plan, plus the following for Equipment included in the Plan:**
    - i. Priority on-bench Service;
    - ii. Coverage from user caused Electrical over Stress ("EOS") and Electrostatic Damage ("ESD"), not to exceed 2 repairs per Equipment per year.
    - iii. Coverage from accidental damage;
    - iv. Coverage from normal wear and tear; and
    - v. For Total Protection Plans sold with DPO 714AX, Plan also includes an annual Calibration Plan for the length of the Plan Term and a shipping case HC7. For sake of clarity, if annual Calibration Plan is not utilized by Customer within Term year, Calibration is forfeit).
  - d. **Tektronix Gold Care Plan covers Services listed under Tek Care Plan, plus the following for Equipment included in the Plan:**
    - i. Priority on-bench Service;
    - ii. Coverage from user caused Electrical over Stress ("EOS") and Electrostatic Damage ("ESD"), not to exceed 2 repairs per Equipment per year; and
    - iii. Loaner equipment for Customer use while equipment is being Serviced. All Loaned Equipment is subject to Tektronix Terms and Conditions for Loaned Equipment which can be viewed at [here](#).
- 5. What is Not Covered; Exclusions.** The following conditions, loss and damage are exclusions from coverage by Plans:
  - a. Any Equipment with a serial number that has been altered, missing or is otherwise unverifiable.
  - b. Any Equipment outside the country it was originally purchased in, except as expressly authorized in writing by Tektronix. The European Union will be regarded as one country for this purpose.
  - c. Damage caused by fire, theft, flood, chronic abuse, vandalism, chronic negligence, acts of God, acts of terrorism or war, civil unrest, earthquake, explosion or other damage that is customarily addressed under an insurance policy.
  - d. Damage from causes that are inconsistent with the Equipment's design or intended use.
  - e. Damage caused by repairs made by anyone other than Tektronix or its authorized service providers.
  - f. Repair and replacement after expiration of this Plan.
  - g. Software reinstallation, unless the Repair requires a factory reset or software install to the latest factory version, and this is not excluded within the terms of this Plan.
  - h. Probes, kits, or standard accessories that may accompany the instrument.
  - i. Components, parts or accessories that can no longer be acquired on a commercially reasonable basis, as determined by Tektronix.
  - j. Calibrations, unless required as part of a covered Repair or separate Calibration Plan.
  - k. Damage caused by any type of shipping activity.
  - l. Damage caused by environmental or other factors beyond the Equipment's Specifications, including, but not limited to, improper storage, moisture, wind, dust, shock, pressure, reconfigurations not authorized by Tektronix, temperature or over-voltage ratings.
  - m. Any damage or failure not reported to Tektronix prior to the expiration of this Plan.
  - n. Loss of use of the Equipment caused by any delay in rendering Service, or any damages related to any loss of use of the Equipment.
- 6. Cancellation & Refund.** THIS PLAN CANNOT BE CANCELED BY CUSTOMER. ALL AMOUNTS PAID ARE NONREFUNDABLE. Tektronix reserves the right to cancel this Plan at any time and without prior written notice for the following reasons:
  - i. Fraud or negligent misrepresentation by Customer;
  - ii. Intentional damage or damage caused by willful misconduct by Customer;
  - iii. Customer's chronic negligence or abuse of a covered Equipment; or
  - iv. Repairs made to the Equipment by anyone other than Tektronix or one of its authorized service providers.
- 7. Renewal.** Neither party is obligated to renew this Plan. Prices, terms, conditions and limitations may change upon renewal. Customer agrees that Customer may be called or otherwise contacted regarding renewal.
- 8. Customer Promises and Assurances.** Customer is responsible for the following:
  - a. All calibrations, repairs or services not covered by this Plan.
  - b. Providing technical descriptions of any failures to aid in diagnostics and troubleshooting.

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- c. Providing timely responses to any reasonable requests from Tektronix related to this Plan.
- d. Implementing and following processes and safeguards necessary to store, preserve, restore and protect Customer's data.

**Tektronix is under no obligation to backup or restore any Customer data, and will not be liable for any degradation, loss or corruption of any data.**