

## TEKTRONIX TOTAL PRODUCT PROTECTION PLAN

This document comprises the general terms and conditions under which Tektronix, Inc. and its Affiliates (as defined in this document) provide repair and replacement services for products for which a total product protection plan (the “**Plan**”) was purchased.

### **THIS IS NOT A CONTRACT OF INSURANCE.**

#### 1. Definitions. In these terms and conditions:

- a. “**Affiliate**” means any entity that directly or indirectly through one or more intermediaries Controls or is Controlled by such person or is under direct or indirect common Control with such person.
- b. “**Control**” means, in respect of an entity, the ability (whether it is legally enforceable or not) to control, whether directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, the composition of the board of directors (or other governing body) of that entity, the voting rights of the majority of voting securities of the entity, or the management of the affairs of that entity.
- c. “**Customer**” means the legal or natural person who has purchased the Plan.
- d. “**Services**” means repair and/or replacement services provided as part of the Plan.
- e. “**Product**” means a product covered by the Plan.
- f. “**Tektronix Designated Service Centre**” means the Tektronix premises or such other location as Tektronix may designate for the provision of the Services.
- g. “**Tektronix**” means the Tektronix, Inc. or an Affiliate, which has sold the Plan.

#### 2. How To Obtain Service. To obtain Service:

- a. Customer may visit [www.tektronix.com/support](http://www.tektronix.com/support) and click on “Request Service Quote or RMA” to pre-book a Service request or contact the nearest Tektronix Designated Service Centre.
- 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 Product.
- c. Customer is responsible for all aspects of shipping the Product to Tektronix. Tektronix is not responsible for any costs, loss or damage occurring during shipping.

#### 3. Service Overview.

- a. Upon receipt of a covered Product, Tektronix will attempt to replicate the fault to assess repair. At Tektronix’ sole and absolute discretion, the Product will be repaired or replaced using authorized Tektronix parts and in accordance with Tektronix specifications. This Plan covers labor and expedited repair or replacement of parts.
- b. There are times when the repair of a Product is not economically feasible or a Product is no longer in production. If the repair of a Product is not economically or commercially feasible, Tektronix may decide, in its sole and absolute discretion, to replace Customer’s Product 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 Product(s) will be returned to Customer, at Customer’s cost.

#### 4. Term.

- a. This Plan must be purchased within 30 days of the original purchase date of a covered Product.
- b. Coverage under this Plan shall be for 3 or 5 years (as specified in the confirmation issued for the Plan by Tektronix to Customer), calculated from the date of Product's original purchase by Customer (regardless of when this Plan was purchased by Customer).

5. What Is Covered.

- a. Return shipping to the Customer by fastest shipment method possible.
- b. For Product repairs subject to this Plan, case management by a single point of contact for status inquiries, resolution tracking and issue escalation.
- c. Repair or replacement, as determined by Tektronix in its sole and absolute discretion, caused by reasonable wear, tear or damage associated with the Product'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 a Product.
- d. Replacement of damaged styluses, battery door covers, screen protectors, hand straps or clips that are included with a Product that is otherwise subject to repair under this Plan.
- e. Damage caused by electrostatic discharge ("ESD") or electrical over stress ("EOS").
- f. Preventative maintenance is covered under this Plan. Preventative maintenance does not include calibration, unless a calibration is a necessary part of a repair covered by this Plan.
- g. Repaired Products will have a functional test performed before being cleaned, packaged and returned to the Customer.

6. What Is Not Covered.

- a. Any product with a serial number that has been altered, missing or is otherwise unverifiable.
- b. Any product 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.
- 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 Product'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. Components, parts or accessories that can no longer be acquired on a commercially-reasonable basis, as determined by Tektronix.
- i. Calibrations, unless required as part of a covered repair.
- j. Damage caused by any type of shipping activity.
- k. Damage caused by environmental or other factors beyond the Product's specifications including, but not limited to, improper storage, moisture, wind, dust, shock, pressure, reconfigurations not authorized by Tektronix, temperature or over-voltage ratings.
- l. Any damage or failure not reported to Tektronix prior to the expiration of this Plan.
- m. Loss of use of the Product caused by any delay in rendering Service, or any damages related to any loss of use of the Product.

7. Transfer Of This Plan. This Plan is personal to the original purchaser and cannot be transferred or otherwise assigned by law without the express written consent of Tektronix. Any such consent is at Tektronix' sole and absolute discretion, and may be withheld. Any attempted assignment without Tektronix' prior written consent shall be null, void and without any effect.
8. Cancelation & Refund. THIS PLAN CANNOT BE CANCELED BY CUSTOMER. ALL AMOUNTS PAID ARE NONREFUNDABLE.
  - a. Tektronix reserves the right to cancel this Plan at any time and without prior written notice for the following reasons:
    - i. Nonpayment of any amounts due under this Agreement;
    - ii. Fraud or negligent misrepresentation by Customer;
    - iii. Customer's substantial breach of duties, including chronic negligence or abuse of a covered Product;
    - iv. Repairs made to the Product by anyone other than Tektronix or one of its authorized service providers.
9. Renewal. Neither party is obligated to renew this Plan. Prices, terms, conditions and limitations may change if a renewal to this Plan is offered. By purchasing this Plan, Customer agrees that Customer may be called, sent information or otherwise contacted regarding renewals. No renewal shall be offered or possible if the renewal plan, if any, is not finalized within 30 days of this Plan's expiration.
10. Customer Promises And Assurances. The following are the responsibility of the Customer:
  - a. All calibrations, repairs or services not covered by this Plan.
  - b. Providing technical descriptions of any failures in order to aid in diagnostics and troubleshooting.
  - c. Providing timely responses to any reasonable requests from Tektronix related to this Plan.
  - d. Customer is responsible for all processes and safeguards required to store, preserve, restore and protect Customer's data. Tektronix is under no obligation to backup or restore any Customer data, and shall not be liable for any degradation, loss or corruption of any data.
11. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity related to the repair or replacement of any Product under this Plan.
12. Warranty.
  - a. Tektronix warrants the repairs provided by Tektronix under this Plan will be performed in a workmanlike manner, and that all parts installed in the course of the Plan will be free from defects in materials and workmanship for a period of three (3) months from the date of Service. If any repair, or any new or reconditioned part installed in the course of repair, proves defective within the three (3) month warranty period, Tektronix will correct the defective work and replace the defective part, if applicable, without charge for parts and labor. Customer must notify Tektronix of the defect before the expiration of the three (3) month warranty period and make suitable arrangements for the performance of Service.
  - b. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TEKTRONIX, ITS AFFILIATES AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THEIR EQUIVALENTS IN ANY JURISDICTION.

- c. TEKTRONIX' RESPONSIBILITY TO CORRECT DEFECTIVE WORK AND/OR REPLACE DEFECTIVE PARTS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY PROVIDED UNDER THIS PLAN.

13. Limitation Of Liability.

- a. IN NO EVENT SHALL TEKTRONIX, ITS REPRESENTATIVES, AFFILIATES OR VENDORS BE LIABLE UNDER THIS PLAN TO CUSTOMER OR, ANY THIRD PARTY, FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, LOSS OF USE, LOST TIME, LOST DATA RESULTING FROM THE DAMAGE OR FAILURE OF A SERVICED PRODUCT OR FROM DELAYS IN SERVICING A PRODUCT, THE INABILITY TO RENDER SERVICE ON A PRODUCT OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS PLAN, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE BY TEKTRONIX, (B) WHETHER OR NOT TEKTRONIX WAS ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

14. Force Majeure. Tektronix shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Plan, for any failure or delay in fulfilling or performing any term of this Plan when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Tektronix including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable material, breakdown of materials or telecommunication or power outage.
15. Use Of Reconditioned Material. Repaired or replaced Products may include materials that are reconditioned to like-new performance and functionality. Customer shall not be entitled to reject Products on the basis of the inclusion of reconditioned materials.
16. Order Of Precedence. In the event of a conflict between this Plan and the standard Tektronix warranty for the Product, the more favorable repair benefit to the Customer will prevail.
17. Waiver. The failure of either party to enforce any provision contained in this Plan shall not be construed as a waiver of such provision, or waiver of the right to enforce each and every provision, herein.
18. Governing Law. The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the jurisdiction where Tektronix is legally constituted, without application of the United Nations Convention on Contracts for the International Sale of Goods.
19. Severability. If any term or provision of this Plan is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Plan or invalidate or render unenforceable such term or provision in any other jurisdiction.
20. Amendment. No amendment or modification of this Plan shall be effective unless it is in writing, expressly identified as an amendment to this Plan and signed by an authorized representative of Tektronix. No distributor, reseller or channel partner can amend this Plan, and any such attempts are null, void and without any effect. This Plan shall not be modified or amended through any course of trade, course of performance or similar concept.

21. Integration. This Plan represents the entire agreement between Tektronix and Customer and supersedes any prior or contemporaneous negotiations or agreements with respect to the subject matter hereof. Customer has not relied on any statement, representation, warranty or agreement of Tektronix or its distributors, resellers or channel partners, or of any other person on Tektronix' behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Plan.
22. Headings. The headings identifying the various sections and subsections of this Plan are for reference only and do not define, modify, expand or limit any of the terms or provisions, herein.
23. Survival. The provisions of this Plan that by their nature continue, including, but not limited to warranty and limitation of liability, shall survive any expiration, cancelation or termination of this Plan.

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