



Tektronix Southeast Asia Pte Ltd
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SERVICE QUOTATION

Date: 23-Apr-2020
Quotation Number: 2001050
Valid: 30 days
Payment Terms: Net 30 Days
Your reference: 707A12141

REMARKS:

1. Standard Lead time:

5 working days (Standard Calibration), 10 working days (Repair) and overseas service (3-4 working weeks), upon PO confirmation or unit received at lab (whichever later).

Lead time is subject to change (vary from model, parts and standard availability).

2. Scope of Service for Repair & Calibration:

Calibration Report, Calibration with Certificate, Data Report, Seal, Labels & Service Report.

3. Warranty Seal on the instruments should not be removed and broken without Tektronix's prior permit; otherwise warranty void.

4. Evaluation charges : Minimum= USD 250 Maximum= USD 400.00 Excluding the shipping charges.

(a.) In event the unit found to be defective during calibration for obsolete products that no more repair support.

(b.) In event customer rejected repair maintenance quotes.

5. Tektronix serve the right to dispose the unit in the event customer do not collect unit(s) after 6 months of service completion notification.

Storage charges of USD 50 per day will be imposed on the 6th day upon job completion.

6. Delivery Charges:

Local transportation & equipment sending to overseas for calibration/repair/evaluation service, freight and handling is chargeable to customer in the quote.

Otherwise, customer preferred freight forwarder acct is required.

Payee Account:

The HongKong and Shanghai Banking Corp Ltd
SGD: FOR GIRO: 7232, BR 147, Acct 854533-001
SGD: HSBCSGSG 147-854533-001
USD: HSBCSGSG 260-295175-178

GENERAL TERMS AND CONDITIONS FOR MEASUREMENT SERVICE – INTERNATIONAL

1. SERVICE AREA

Save where specified otherwise in any support documentation, service will be managed within the country or region supported by the Tektronix entity accepting the purchase order. Certain services are also available in other countries and regions only on a limited basis and by special arrangement.

2. SERVICE LEVELS AND SHIPPING COSTS

Tektronix shall provide the service levels stated in the applicable Tektronix Service Agreement. Where no such Agreement applies, Tektronix will provide the relevant services during normal business hours (excluding public holidays). Such services shall be carried out either at Tektronix's premises or at such other location as Tektronix may designate.

Customer shall bear the cost and risk of shipping products to and from Tektronix's local premises. If Tektronix arranges for the shipping, Tektronix will invoice Customer for shipping and handling charges for each product shipped. Customer shall also pay all other costs of shipping products to and from Tektronix's designated service centre where Customer is not able to provide Tektronix with the necessary paperwork confirming that the products were properly imported into the country where they are located and all applicable taxes and duties paid.

Customer shall at all such times permit Tektronix access to the relevant products whenever service is required. Customer shall ensure that user co-operates with Tektronix to the extent necessary to permit service to be performed efficiently and without interruption. For on-site service, Customer shall permit Tektronix to use any Customer equipment or facilities that Tektronix reasonably deems necessary for the performance of service.

3. COVERAGE ELIGIBILITY

Save for products which are still within their initial warranty period or which are already covered by a Tektronix Service Agreement, products are only eligible for coverage when they have been inspected by an authorised Tektronix service representative. Customer is responsible for identifying any performance deficiencies prior to or at the time of requesting service coverage. The performance will, at Customer's request, be brought up to Tektronix's specifications at Tektronix's then current per call rates. If a newly covered product is subsequently determined by Tektronix not to meet Tektronix's specifications due to a pre-existing, unidentified deficiency, Customer shall either (a) cancel further maintenance cover for the equipment, or (b) request that Tektronix bring the product up to Tektronix's specifications at the then current per call rates. Customer shall not transfer any equipment covered by a Tektronix Service Agreement to another site without Tektronix's prior written consent (such consent not to be unreasonably withheld).

4. TERM OF THE AGREEMENT

The effective date and the initial term of the Agreement shall be as shown in the applicable Tektronix Service Agreement, quotation or acknowledgement. Except as may be otherwise provided for below at Article 10, CANCELLATION or Article 11, TERMINATION, the Agreement shall expire at the end of the initial term unless renewed with the agreement of both parties in writing.

5. SERVICE CHARGES AND DISCOUNTS

The initial service charge will be the charge shown on Tektronix's quotation or acknowledgement or in the Tektronix Service Agreement and shall apply only to products specified therein. Charges for products added to the Agreement at a later date will be those in effect at the time of addition. Where no such agreement, quotation or acknowledgement applies, or if the charges are not specified in such document, Tektronix will charge its standard charges for the service coverage or other services to be provided. Tektronix service charges are exclusive of taxes. Unless otherwise specified in the applicable Service Agreement or quotation, service charges will be invoiced in advance. Discounts, if any, may be decreased during the term of the Agreement if products are deleted from the Agreement. No adjustments to discounts (whether upwards or downwards) shall be retroactive.

6. PURCHASE ORDERS

Customer's submission of a purchase order or acceptance of service, in response to Tektronix's quotation or acknowledgement or the Tektronix Service Agreement, shall be deemed acceptance of these terms and conditions to the exclusion of any additional or different terms or conditions on Customer's purchase order even if such order is expressly made conditional on Tektronix's assent to such additional or different terms.

7. TAXES

Any taxes imposed on Tektronix or which Tektronix has a duty to collect in connection with the sale, supply, delivery or use of any Products will appear as separate items on Tektronix's invoice. If Customer is exempt from any such charges, it is the responsibility of Customer to supply Tektronix with evidence of such exemption at the time Customer places the purchase order.

8. INVOICES AND PAYMENT

Customer shall pay amounts invoiced within thirty (30) days of the date of the invoice. Unless otherwise agreed between the parties invoicing and payment shall be made in local currency. Tektronix may withhold service hereunder if Customer fails to make any payment when due. Tektronix will not adjust any service payments if Customer fails to utilise service coverage purchased under this Agreement.

9. REPLACEMENT PARTS, MODULES AND PRODUCTS

Parts, modules and replacement products used by Tektronix for service work may be new or reconditioned to like new performance. All parts, modules and products replaced by Tektronix shall become the property of Tektronix.

10. CANCELLATION

Customer may cancel service for a particular product upon ninety (90) days' advance written notice to Tektronix. No refund, credit or other adjustment in service charges paid previously by Customer shall be made for any product which has received service during the relevant service period up to and including the effective date of cancellation. Subject to the foregoing, Customer shall be entitled to receive a refund, credit or other adjustment in accordance with Tektronix's cancellation policy from time to time.

11. TERMINATION

Tektronix may terminate service to be provided hereunder by written notice to Customer if Customer fails to pay any amount due or breaches any other material provision of these terms and conditions; provided that Customer is given written notice of the breach and the breach persists or is not remedied within thirty (30) days after receipt of such notice. Save where an applicable Tektronix Service Agreement provides otherwise, either party may terminate this Agreement by giving ninety (90) days prior written notice to the other.

12. WARRANTY

Tektronix warrants that repair service and/or calibration service, whichever is applicable, purchased from Tektronix will be performed in a workmanlike manner and that all parts installed in the course of repair service 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 service 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 labour. 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. Further details of Tektronix's standard service warranty are available at www.tektronix.com or from Tektronix local service representatives.

This warranty is given by Tektronix with respect to its repair and calibration service in lieu of any other warranties, express or implied. Tektronix and its vendors disclaim any implied warranties of merchantability or fitness for a particular purpose. Tektronix's responsibility to replace defective parts and correct its work is the sole and exclusive remedy provided to the Customer for breach of this warranty. Tektronix and its vendors will not be liable for any indirect, special, incidental, or consequential damages irrespective of whether Tektronix or the vendor has advance notice of the possibility of such damages.

13. INDEMNITY

Tektronix shall indemnify and hold Customer harmless for and against any claim of injury to person (including death) or damage to property caused by or arising out of the negligent or wrongful acts or omissions of Tektronix, its agents or employees while on Customer's premises.

14. CONFIDENTIALITY

Tektronix recognises that during the performance of the service hereunder, Tektronix, its agents or employees, may be exposed to information of a confidential nature relating to the business or developments of Customer. Tektronix agrees to hold such information in confidence for Customer to the same extent Tektronix provides for its own information and not to disclose such information to any other person or organisation without the prior written consent of Customer.

15. EXCLUSIONS

Tektronix shall not be obliged under these terms and conditions to:

- (1) service any product that has been damaged, abused, overused or misused as defined by Tektronix and through no fault of Tektronix;
- (2) service any product that has received unauthorised modification repair or service that impairs performance or impedes normal service;
- (3) paint or refinish any product for cosmetic purposes;
- (4) provide any application software support or any service involving application hardware;
- (5) repair or replace any accessories.

which services shall be provided by Tektronix at Customer's request and invoiced by Tektronix at the then current rates for parts and per call service.

16. LIMITATION OF LIABILITY

Save where prescriptive laws provide otherwise, in no event shall Tektronix or its vendors be liable for any indirect, special, incidental or consequential damages arising out of the service provided hereunder, even if Tektronix or the vendor has advance notice of the possibility of such damages.

Subject to Article 13 above and save where prescriptive laws provide for a higher minimum figure, Tektronix liability for all claims arising out of the provision of services under this agreement shall be limited to the annual cost of the services provided under this Agreement.

17. WAIVER

The failure of either party to enforce at any time any provision of these terms and

GENERAL TERMS AND CONDITIONS FOR MEASUREMENT SERVICE – INTERNATIONAL

conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, either express or implied, of any other breach of any of these terms and conditions shall be construed as a waiver of any other breach of such term or condition.

18. ASSIGNMENT

Customer may not assign or otherwise transfer its rights or obligations hereunder without the prior written consent of Tektronix. No attempt to assign or transfer in contravention of this provision shall be binding upon Tektronix.

19. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the country in which the Tektronix company accepting the order is incorporated.

20. NOTICES

All notices required or authorised by these terms and conditions shall be given in writing and shall be deemed effective upon receipt. Notices to Customers shall be sent to the address shown in Customer's order. Notices to Tektronix shall be sent to the office of Tektronix designated as responsible for service in the country where the equipment is located.

21. ENTIRE AGREEMENT

These terms and conditions, any Tektronix Service Agreement and any purchase order accepted by Tektronix in accordance with these terms and conditions shall contain the entire agreement between the parties with regard to the subject. All prior agreements and all prior negotiations relating to the same subject are superseded by this document. No contract formed hereunder may be modified except by written amendment signed by an authorised representative of each party.

(T&C_SVC_International_English_0512.doc/Rev. Dec-2005)