



MAINTENANCE & REPAIR POLICY STATEMENT

Terms and Conditions Effective July 1, 2012

Enabling Technologies, Inc. (SERVICE PROVIDER) located at 1310 Business Park Place, Jensen Beach, Florida 34957 USA, is a manufacturer of a complete line of products for the blind and visually impaired. Enabling Technologies also offers for sale selected products manufactured by third party companies and provides maintenance and repair services (SERVICES) for certain of these selected products as well.

All SERVICES provided by the SERVICE PROVIDER are performed on a Return-to-Factory basis. All terms and conditions outlined in this policy statement apply to warranty, prepaid service (SMA) and billable SERVICES provided by SERVICE PROVIDER.

SERVICE PROVIDER and the product owner (CUSTOMER), shall agree as follows:

RESPONSIBILITIES OF SERVICE PROVIDER

A. SERVICE PROVIDER agrees to provide and CUSTOMER agrees to accept the SERVICES selected by the CUSTOMER for factory depot repair and maintenance services (in-house at our factory) for their equipment (PRODUCT).

B. Upon request from the CUSTOMER, SERVICE PROVIDER will supply CUSTOMER with a good faith estimate of the cost of the desired SERVICES. No SERVICES will be performed without the expressed, written approval of the CUSTOMER. NOTE: a good faith estimate is not an exact cost of the SERVICES. It is an approximate cost and will vary.

If the CUSTOMER elects to decline the performance of the estimated SERVICES, an evaluation or "Bench Fee" of US\$95.00 may be charged for diagnostic time. CUSTOMER is also responsible for all charges involved in returning the PRODUCT to CUSTOMER'S location.

C. SERVICE PROVIDER or its designated

assigns shall provide SERVICES in accordance with the limitations set forth in this policy statement.

D. Only new standard parts or parts of equal quality shall be used in effecting repairs. In the event that repair parts are no longer available due to obsolescence or other reasons, SERVICE PROVIDER may use refurbished or reconditioned parts to perform the SERVICES. Parts which have been replaced shall become the property of SERVICE PROVIDER.

E. SERVICE PROVIDER may install manufacturer's specified engineering changes (e.g.; firmware update, part upgrades, etc.) to minimize product failure. If CUSTOMER does not want engineering changes installed then they must notify SERVICE PROVIDER in writing prior to SERVICES being performed.

F. For SERVICES provided for PRODUCT(S) under the original factory warranty SERVICE PROVIDER shall pay the shipping costs to pick up the PRODUCT from the CUSTOMER'S location within the United States and also to return repaired PRODUCT to CUSTOMER upon completion of needed SERVICES. This includes pickup and return shipment via standard GROUND service to/from the CUSTOMER within the United States including appropriate shipping insurance. If special or expedited shipping is requested, then additional charges will be billed to the CUSTOMER. For SERVICES provided for PRODUCT(S) that are not under the original factory warranty then it is the CUSTOMER'S responsibility to arrange and pay for the shipping costs to return PRODUCT to SERVICE PROVIDER.

G. Upon completion of needed SERVICES, SERVICE PROVIDER shall furnish CUSTOMER with a written repair summary which will provide a summary of the parts replaced in the PRODUCT and the total amount due for SERVICES.

H. SERVICES performed by SERVICE PROVIDER to PRODUCT(S) **that are**

under ten (10) years old are guaranteed against defects in material and workmanship for a period of sixty (60) days following the CUSTOMER'S receipt of the repaired PRODUCT(S). This limited guarantee is provided solely for the specific SERVICES performed and must be verified by SERVICE PROVIDER. Any new and different defect will be treated as a new incident. **No warranty, guarantee or assurances of repair of any kind is offered for SERVICES provided on PRODUCT(S) that are over ten (10) years old.**

I. SERVICE PROVIDER agrees to keep in force General Liability Insurance, Worker's Compensation Insurances and General Hazard Insurance covering SERVICE PROVIDER'S employees and facilities. SERVICE PROVIDER further agrees to provide General Hazard Insurance covering CUSTOMER'S PRODUCT while said PRODUCT is in the direct possession of SERVICE PROVIDER. This insurance does not cover any form of loss for PRODUCT not in the direct physical possession of SERVICE PROVIDER.

RESPONSIBILITIES OF CUSTOMER

A. CUSTOMER shall notify SERVICE PROVIDER'S Customer Support Department when desiring SERVICES to remedy a PRODUCT failure. When contacting Customer Support, please have your PRODUCT'S model name and serial number available. The CUSTOMER is responsible for performing the following functions in preparation for having a PRODUCT returned for service:

1. CUSTOMER must obtain a Return Authorization (RA) number prior to sending any PRODUCT to the SERVICE PROVIDER'S facilities. **Do not return PRODUCT without a valid RA number. It will be refused and sent back to you.**

Important: Write the RA number clearly on the outside of the shipping container and on the shipping label. It may be refused and sent back to you if the RA number is not clearly visible.

2. Provide in writing a description of the current failure symptoms, model number and serial number and complete BILL TO and SHIP TO information. The BILL TO AND SHIP TO information should include a complete address, contact person, telephone, fax and email address.

3. Any charges for damages that may result from PRODUCT not being returned in the original or equivalent protective packaging are the responsibility of the CUSTOMER. New packaging costs and any associated shipping expenses to send these materials to the CUSTOMER'S location are the responsibility of the CUSTOMER.

4. When the CUSTOMER'S equipment is shipped to SERVICE PROVIDER'S factory, the CUSTOMER hereby agrees to pay all costs of shipping, handling and insurance for the value of the PRODUCT. Any damage caused by the shipping company is the responsibility of the CUSTOMER.

5. SERVICE PROVIDER will accept receipt of the PRODUCT only at the designated factory location.

B. If CUSTOMER caused modifications to be made or accessories or devices to be added to the PRODUCT and these modifications or attachments make it impractical for SERVICE PROVIDER to render SERVICES, then SERVICE PROVIDER shall be relieved of its responsibilities for the PRODUCT repair.

If the modifications or attachments increase the cost of SERVICES, SERVICE PROVIDER shall have the right to adjust accordingly the maintenance charges. If required to perform SERVICES, CUSTOMER shall be responsible for all charges to restore the PRODUCT to normal conditions.

LIMITATION OF SERVICE

A. Force Majeur: SERVICE PROVIDER is not responsible for any delays, damages or other liability resulting from forces beyond its control. This includes but is not limited to natural disasters, declared government emergencies, strikes, fire, theft, civil disturbances, war or any other event disrupting services to the local community.

B. All SERVICES provided will be performed during SERVICE PROVIDER'S normal operating hours. SERVICE PROVIDER'S normal hours are 9:00 AM

to 4:00 PM Eastern time Monday thru Friday excluding SERVICE PROVIDER'S standard holidays. An exact listing of SERVICE PROVIDER'S holiday schedule is available upon request.

C. The sole remedy for SERVICE PROVIDER'S liability with respect to SERVICES performed on CUSTOMER'S PRODUCT shall be limited to the correction of any alleged defective SERVICES provided by the SERVICE PROVIDER. SERVICE PROVIDER shall in no event be liable for any incidental or consequential damages.

FORM OF PAYMENT, INVOICES AND ADDITIONAL CHARGES

CUSTOMER is responsible for providing a form of payment (i.e.; purchase order, check, or credit card) within 60 days of receiving repair summary from SERVICE PROVIDER'S Customer Support Department (by fax or email). If a form of payment has not been received within 60 days of receiving repair summary then SERVICE PROVIDER reserves the right to charge CUSTOMER a US\$50.00 per month storage fee for each month the PRODUCT remains at SERVICE PROVIDER'S facility for up to six (6) months. If after six (6) months PRODUCT remains at SERVICE PROVIDER'S facility due to no form of payment then PRODUCT will be considered abandoned and will become the sole property of the SERVICE PROVIDER.

CUSTOMER agrees to pay all invoices for SERVICES within the terms specified on the SERVICE PROVIDER'S invoice.

Failure to pay invoices due within the terms stated herein relieves SERVICE PROVIDER of all responsibilities. If invoices due remain unpaid for a period of thirty (30) days beyond the due date stated on the invoice, SERVICE PROVIDER reserves the right to affix interest or other penalties until such time invoice is paid in full.

LIMITATION OF REMEDY

A. SERVICE PROVIDER shall be liable only for providing the SERVICES requested by the CUSTOMER.

B. CUSTOMER agrees that neither the SERVICE PROVIDER nor its agents and employees shall be liable for any loss or damage to the PRODUCT or other property, or injury or death of CUSTOMER'S agents, employees or

customers arising in connection with the SERVICES provided by the SERVICE PROVIDER unless such loss, damage, injury or death results solely from the negligence or misconduct of the SERVICE PROVIDER'S agents or employees.

C. SERVICE PROVIDER shall not be liable for any damages caused by delay in furnishing SERVICES or any other performance. The sole and exclusive remedy for SERVICE PROVIDER'S liability of any kind, including liability for negligence with respect to SERVICES furnished, shall be limited to the correction of any alleged defective SERVICES provided by SERVICE PROVIDER provided the SERVICES were in fact defective. SERVICE PROVIDER shall in no event be liable for any incidental or consequential damages.

GENERAL PROVISIONS

A. There are no understandings, agreements, or representation, expressed or implied, not specifically stated herein.

B. This policy statement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except as provided herein or by a written amendment mutually executed by authorized agents of the SERVICE PROVIDER and the CUSTOMER.

C. No action, regardless of form arising out of the transactions for SERVICES may be brought by either party more than one (1) year after the cause of action was accrued.

D. The offer by SERVICE PROVIDER to provide SERVICES is at the sole discretion of the SERVICE PROVIDER.

E. All SERVICES provided to CUSTOMER by the SERVICE PROVIDER are subject to the terms and conditions contained herein.

Enabling Technologies, Inc.

1310 Business Park Place
Jensen Beach, Florida 34957 USA

Phone: +1-772-225-3687

Fax: +1-772-225-3299

Email: support@brailier.com

Web: www.brailier.com

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