

1.0 SCOPE AND DEFINITION OF SERVICES

The Services provided to Customer hereunder shall be those Services described below only for the products listed in the Eiki International Inc.'s Limited Product Warranty that specifically reference the Advanced Exchange Program (the "Equipment").

2.0 ADVANCED EXCHANGE PROGRAM

The Advanced Exchange Program ("AE Program") provides for (i) telephone technical support during the hours of 7:00 am to 4:00 pm, Pacific Time, Monday through Friday, excluding Eiki holidays ("First Year of Ownership") and, as Eiki deems necessary, (ii) the exchange of Customer's defective Equipment with a new or refurbished unit ('Replacement Unit') of comparable functionality to that of the defective Equipment.

2.1 ADVANCED EXCHANGE PROCESS

The following describes the Advanced Exchange process:

- A.** If Customer has a problem with its Equipment, Customer calls Eiki Product Support at 800-242-3454.
- B.** Eiki will verify with the Customer the warranty status of the unit for which the call has been made.
- C.** If a call is received during the first year, Eiki will conduct diagnostics over the phone to determine whether provision of a Replacement Unit is warranted. If the call is outside of the first year the Customer will receive standard Eiki troubleshooting and diagnostics.
- D.** If Eiki determines that a Replacement Unit is warranted, Customer must provide Eiki with the address of the defective Equipment so that Eiki may apply the address to the Replacement Unit prior to shipment to Customer. If Customer is not able to provide the relevant address, then dispatch of the Replacement Unit cannot be authorized. Upon Eiki's receipt of the required address, Eiki will ship the replacement unit to the customer.
- E.** The Replacement Unit will be dispatched for next business day delivery. Actual delivery time will depend on Customer's location and the shipper's policy. If dispatch authorization is made by Eiki after 2:00 pm Pacific Time, then shipment will not occur until the following business day.

- F. Upon Customer's receipt of the Replacement Unit, Customer will be responsible for installing the unit, and shipping the defective Equipment to Eiki in the shipping carton the Replacement Unit arrived in. Eiki provides a pre-paid shipping label for the return shipment.
- G. Customer must ship the defective Equipment to Eiki within 5 business days of Customer's receipt of the Replacement Unit. If Eiki does not receive the defective Equipment within 15 business days of Customer's receipt of the Replacement Unit, Customer will be liable for the full list price for the Replacement Unit, with payment being due within 30 days of Eiki's invoice therefore. Customers who have been invoiced for non-return of the defective Equipment and return the defective Equipment to Eiki within 90 days of receipt of the Replacement Unit will be refunded/credited what they have paid/been charged for non-return of the Replacement Unit less a 'restocking fee' of 20% of Replacement Unit's list price.
- H. Customers returning defective Equipment units that are outside the scope of coverage under the Eiki International Inc.'s Limited Product Warranty shall be liable for the parts, labor and shipping charges (at Eiki's then current time and materials rates) 12/1/2017 incurred by Eiki to effect repairs on the Equipment. Eiki reserves the right to inspect all defective Equipment returned by Customer. Customers returning Equipment that (i) is diagnosed with no discernable problem (ie. 'no fault found') are subject to a 1hr minimum service charge at prevailing Eiki International Inc. or field labor rate (dependent upon where service is provided)

2.2 TITLE / RISK OF LOSS FOR DEFECTIVE UNITS AND REPLACEMENT UNITS

Title to the Replacement Unit shall at all times remain with Eiki unencumbered by Customer until the Defective Equipment is received, inspected and accepted by Eiki at the applicable service location, at which time title to the Replacement Unit shall transfer to Customer and title to the Defective Equipment shall transfer to Eiki. Risk of loss for the Replacement Unit shall pass to Customer upon delivery to Customer and risk of loss for the Defective Equipment shall pass to Eiki upon delivery to Eiki at the applicable service location. All other terms and conditions of the Eiki International Inc.'s Limited Product Warranty apply to the AE Program.