

Service Plan Terms

Last updated: 12/01/2024

1. INTRODUCTION

This document outlines the terms and conditions of our service plans for Hardware Devices. Our service plans are designed to provide our customers with peace of mind and ensure the optimal performance of our Devices through comprehensive maintenance and support services.

By subscribing to our service plan ("Service Plan"), you ("Customer") agree to the following terms which govern the provision and use of the service. These terms are intended to ensure both parties understand their rights, responsibilities, and the scope of services provided under the plan. The Service Plan is designed to cover the necessary maintenance, support, and servicing requirements of the Devices to keep them functioning effectively and efficiently.

1.1 Purpose of Service Plan:

The Service Plan is designed to offer customers an ongoing maintenance and support solution for the Hardware Devices. It includes various services such as extended warranty, annual servicing, and periodic check-ups, ensuring that the Devices operate reliably and continue to meet your monitoring needs.

1.2 Acceptance:

By entering into a Service Plan, you acknowledge that you have read, understood, and agreed to be bound by these terms. The Service Plan is deemed active once you have accepted these terms and conditions, and Maturix Aps has received the necessary payment for the Service Plan.

1.3 Definitions:

- "Service Provider" or "Company": Maturix ApS, the entity offering the service plans for the Devices.
- "Customer": The individual or entity subscribing to the Service Plan for the maintenance and servicing of the Devices.
- "Hardware Device" or "Hardware Devices": Refers to a physical product sold by The Company like Gaia 200 or Gaia 300 covered under the Service Plan.
- "Service Plan": The maintenance and support package provided by the Service Provider, including all terms, conditions, and services outlined herein.
- "Service Voucher": A document pertaining to a device on a service plan listing the active 12 month period covered by the service plan.

2. SERVICE PLAN COVERAGE

The Service Plan provided by Maturix ApS encompasses a range of services designed to maintain the functionality and extend the lifespan of your hardware products like Gaia 200 or Gaia 300 ("Devices"). By entering into our Service Plan, you ensure that your Devices receive the highest standard of care and support. Below are the detailed coverages included in the Service Plan:

2.1 General Conditions

- **Scheduling:** All services under the Service Plan must be scheduled and performed during regular business hours, unless otherwise agreed upon.
- **Customer Responsibilities:** Customers must provide access to the Devices and ensure they are installed and operated as per the manufacturer's guidelines to remain eligible for Service Plan coverage.
- **Upon receiving the Devices for annual service or warranty claims,** Maturix ApS commits to a maximum processing time of 10 working days from receipt of the unit to shipment. This timeline ensures thorough inspection, repair, or replacement of your Device to maintain the highest standards of service.
- **Service Plan Eligibility:** Service Plans are exclusively available for new Devices purchased by the customer. To ensure the quality and efficiency of our service, we initiate our comprehensive support from the beginning of each Device's life cycle.

2.2 Extended Warranty on Devices:

- **Coverage:** The extended warranty covers any defects in materials or workmanship of the Devices under normal use conditions. In the event of a defect, Maturix ApS will, at its discretion, repair or replace the defective Device.
- **Exclusions:** The warranty does not cover damages resulting from misuse, abuse, unauthorized modifications, external causes such as acts of nature, or other actions not under the normal operating conditions as defined by the manufacturer. Consumable parts, such as batteries, unless explicitly stated, may not be covered.
- **Condition:** The extended warranty remains effective only as long as your Service Plan is active and all service terms are adhered to.

2.3 Annual Service on Device:

- **Annual calibration and service with Service Subscription:**
As part of our commitment to exceptional service, customers with an active Service Plan are entitled to send their hardware to Maturix ApS once every year for service, calibration and inspection without any additional shipping charge. This offer is valid once per year per Device covered under the Service Plan.
- **Calibration:** The Service Plan includes an annual calibration of the Devices against UKAS calibrated equipment at specified intervals (-10, 20, 60 degrees Celsius) to ensure accuracy and reliability in measurements.
- **Functional Hardware Test:** A comprehensive test of the Device's hardware components will be conducted to ensure they are operating correctly. This includes checking sensor accuracy, connectivity, and overall performance.
- **Fresh Batteries and Cleaning:** As part of the annual service, all Devices will receive fresh batteries and a thorough cleaning. Any worn or outdated labels will be replaced to maintain clarity and ease of use.

2.4 Shipping

- **Shipping Documentation:** When sending your Products to our service facility for maintenance or repair under the Service Plan, it is important to retain all shipping receipts, tracking numbers, and proof of insurance.
- **Purpose of Documentation:** This documentation is crucial in the unlikely event of a dispute or if the Device suffers damage or loss during transit. It provides evidence of the shipping transaction and can be used to support any claims with the shipping company.
- **Liability During Transit:** Please be aware that Maturix ApS is not responsible for any damage or loss that occurs to the Devices during transit to the service facility. To safeguard your Devices, we strongly recommend using shipping methods that offer tracking and sufficient insurance coverage to protect against potential transit risks.
- **Customer Responsibility:** By ensuring proper packaging and selecting appropriate shipping services, customers can significantly reduce the risk of damage or loss during transit.

2.5a Shipping and Handling: Shipping to Service Facility

- **Customer Responsibility:** Customers are responsible for the shipping of their Devices to the service facility of Maturix ApS, located at Ejlskovsgade 3, 5000 Odense C, Denmark. It is recommended that the Devices be sent in secure, protective packaging to prevent damage during transit. Customers must include valid service vouchers in the package for

each device sent in for service.

- **Shipping Assistance:** For an additional fee added to the service plan, Maturix ApS can assist in arranging the shipment of your Devices to the service facility. This service is designed to provide convenience and assurance that your Devices are shipped correctly and arrive safely.
- **Customer's Own Arrangement:** Alternatively, customers may choose to arrange the shipment themselves through their preferred courier service. In this case, customers are encouraged to select a shipping method that provides tracking and sufficient insurance to cover the value of the Devices.

2.5b Shipping and Handling: Return Shipping

- **Maturix Responsibility:** As part of the service agreement, Maturix ApS will cover the cost of return shipping once the service or repair of the Device is completed.
- **Return Process:** After servicing is complete, the Device will be securely packaged and shipped back to the customer based on the return address on the service vouchers included in the package sent by the customer. A tracking number will be provided to monitor the return shipment. Maturix ApS ensures that all Devices are returned using reputable and reliable courier services.

Note to Customers: Please ensure that you retain any shipping receipts, tracking numbers, and insurance proof when sending your Devices for service. This information will be valuable in case of disputes or in the unlikely event of shipping damage or loss. Maturix ApS is not responsible for any damage or loss of Devices during transit to the service facility; hence, appropriate shipping methods and insurance are recommended.

3. PRICING AND PAYMENT:

3.1 Yearly Recurring Service Plan:

- **Fixed Yearly Price:** The Service Plan operates on a fixed yearly price model. The amount, determined and provided by a Maturix ApS sales representative or authorized partner, represents the cost for one full year of service coverage.
- **Recurring Payment:** The Service Plan is automatically renewed each year, ensuring uninterrupted service. You will receive a new invoice at the beginning of each service period, reflecting the fee for the upcoming year's service.

3.2 Invoicing

- Initial and Recurring Invoices: An initial invoice will be issued immediately after your service agreement is requested and subsequently, a recurring invoice will be issued at the start of each renewal period. The invoice includes the service plan cost for the upcoming year.
- Payment Schedule: Payment terms, including the due date, will be specified on each invoice. Timely payment is required to maintain active service coverage.

3.3 Plan Renewal and Notification:

Automatic Renewal: Your service plan will automatically renew at the end of each service period. Maturix ApS will provide notice prior to renewal, detailing any changes to the terms or pricing for the upcoming period.

4. WARRANTY AND GUARANTEES:

The following outlines the warranty and guarantees provided to customers under the service plan:

4.1 Extended Warranty:

- Coverage: The Gaia 200 concrete sensors are covered under an extended warranty for as long as your Service Plan is active. The warranty covers defects in materials and workmanship under normal use conditions.
- Repair or Replacement: In the event of a defect, Maturix ApS will either repair or replace the defective device at no additional charge.

4.2 Exclusions:

- Limitations: The warranty does not cover problems that arise from:
 - Improper use or installation of the Device.
 - External causes such as accidents, abuse, or other actions or events beyond our reasonable control.
 - Unauthorized alterations or modifications to the Device.
 - Consumables like batteries, unless specified otherwise.
- Wear and Tear: Normal wear and tear on the Device is not covered under the warranty.

- Definition: Normal wear and tear on the Device is not covered under the warranty. It is important to understand that everyday use of the Products can result in certain changes over time that are not indicative of manufacturing defects or faulty materials.
- Exclusions: Specifically, minor scuffs, fading, or performance decline due to regular usage are considered normal wear and tear and are not covered under the warranty. Such changes are expected as part of the everyday operation of the Device and do not signify any failure in quality or durability.
- Understanding Wear and Tear: Our warranty is designed to protect customers against defects in materials and workmanship. However, it does not extend to the natural ageing process of the Device, which may include cosmetic blemishes or minor variations in performance that do not materially affect the Device's functionality.

4.3 Guarantees:

- Service Quality: Maturix ApS guarantees that all services provided will be carried out with professional care and skill. If you are not satisfied with the service, please contact us for a remedy, which may include reperforming the service at no extra cost.
- Response Times: While Maturix ApS strives to meet specified response times for service requests, these are not guaranteed due to the variability of circumstances such as location, weather, and accessibility.

4.3 Claim Process:

- Notification: To make a warranty claim, customers should contact Maturix ApS customer service with a detailed description of the issue. We may require proof of purchase or service agreement, a description of the problem, and the serial number of the Device.
- Assessment and Service: Upon receipt of a claim, Maturix ApS will assess the issue and determine whether it falls under the warranty coverage. This process may include:
 - Preliminary Assessment: An initial review of the claim based on the information provided by the customer.
 - Further Investigation: If necessary, Maturix ApS may require that the Device be sent to our service facility at Ejlskovsgade 3, 5000 Odense C, Denmark, for a more detailed examination to determine if the problem falls under warranty coverage. This step ensures a thorough and fair evaluation of the claim. The customer will be responsible for shipping costs to the service facility, unless otherwise stated in the service agreement.

- Resolution: If the issue is covered under warranty, Maturix ApS will proceed with repairing or replacing the Device. If the problem does not fall under warranty, we will contact you to discuss the next steps, which may include repair options or return of the Device.

4.3 Limitations of Warranty:

- Scope: This warranty is limited to the original purchaser of the Device and is not transferable.
- Remedy: The remedies provided in this warranty are the customer's sole and exclusive remedies. Except for the obligations specifically set forth in this warranty, in no event will Maturix ApS be liable for any incidental, indirect, special, or consequential damages.

4.3 No Other Warranties:

Except as expressly stated in this section or in the service agreement, Maturix ApS disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

5. LIMITATIONS OF LIABILITY:

Maturix ApS is committed to providing high-quality service and maintaining the integrity and functionality of your Hardware Devices. However, there are inherent limitations to liability as outlined below:

5.1 Performance of Devices:

- Service Quality: While Maturix ApS strives to repair or service Devices to the best of its ability, it does not guarantee that the serviced or repaired Devices will perform as new. The liability of Maturix ApS shall be limited to the quality of the workmanship and the service provided.
- Inherent Risks: Customers acknowledge that despite regular servicing, all electronic and mechanical devices have inherent risks of failure and Maturix ApS is not liable for any unexpected failure or results that arise from normal usage, wear and tear, or aging of the Devices.

5.2 Customer Misuse:

- Improper Use: Maturix ApS shall not be liable for any damage, failure, or loss caused by improper use of the Devices, including but not limited to misuse, abuse, neglect, or

alterations not authorized by Maturix ApS.

- Failure to Follow Obligations: Maturix ApS will not be liable for any damages or losses that result from the customer's failure to fulfill their obligations, specifically:
 - Proper Use of Devices: Customers must use the Devices in accordance with the manufacturer's instructions and guidelines. Failure to do so may void any warranty or service claims.
 - Prompt Reporting: Customers are required to report any issues or defects with the Devices promptly. Delayed reporting may exacerbate issues and limit the ability of Maturix ApS to effectively resolve them.
- Consequential Damages: Maturix ApS shall not be liable for any special, indirect, incidental, or consequential damages resulting from the use or inability to use the Devices, even if Maturix ApS has been advised of the possibility of such damages.
- Maximum Liability: The total liability of Maturix ApS under this service agreement, whether based on warranty, contract, negligence, strict liability, or any other legal theory, shall not exceed the total amount paid by the customer for the Service Plan during the 12 months preceding the claim.
- Force Majeure: Maturix ApS is not liable for failure to perform any of its obligations under the service agreement due to events beyond its reasonable control, including but not limited to natural disasters, acts of government, acts of terrorism, labor disputes, or interruptions in transportation or communications.

6. TERM AND TERMINATION:

6.1 Term of Agreement:

- Initial Term: The Service Plan will commence on the date of activation and will continue for a period of one year, constituting the initial term.
- Automatic Renewal: Unless either party provides notice of termination, the Service Plan will automatically renew at the end of the initial term and each subsequent term for additional one-year periods.

6.2 Termination by Customer:

- Notice Period: Customers may terminate the Service Plan at any time by providing written notice to Maturix ApS. The notice should be given at least 30 days before the end

of the current term to avoid automatic renewal.

- If a customer chooses to terminate the Service Plan before the end of the term, Maturix ApS will not provide a refund, compensation, or credit for the remaining part of the service term. The customer is responsible for any outstanding fees for the remainder of the term, as outlined in the service agreement. Additionally, Maturix ApS may impose an early termination fee, as specified in the service agreement, to cover administrative costs and loss of expected revenue. This ensures the continuity and integrity of our service provisions and allows us to maintain the highest quality support for all our customers.

6.3 Termination by Maturix ApS:

- **Breach of Agreement:** Maturix ApS may terminate the Service Plan if the customer fails to comply with any terms of the agreement, including non-payment. Notice will be provided, and the customer will have an opportunity to remedy the breach within a specified period before termination.
- **Discontinuation of Service:** Maturix ApS reserves the right to discontinue the Service Plan for any reason, including the discontinuation of Hardware Products or other business decisions. In such cases, customers will be notified in advance and provided with information about alternative options or refunds.

6.4 Effects of Termination:

- **Service Discontinuation:** Upon termination, all services under the Service Plan will cease, and Maturix will have no further obligation to provide services.
- **Outstanding Payments:** Any outstanding payments or fees due to Maturix ApS must be settled upon termination.
- **Return of Devices:** Customers may be required to return any devices or materials provided by Maturix ApS as part of the Service Plan.

7. MODIFICATION OF TERMS:

Maturix ApS is committed to continuously improving our service offerings and operations. As such, we reserve the right to modify these terms and conditions to reflect changes in our services, laws, market conditions, or for other reasons deemed necessary by the company. The following outlines our policy on modifying these terms:

7.1 Notification of Changes:

- **Advance Notice:** Maturix ApS will provide customers with reasonable advance notice of any significant changes to the terms and conditions. This notice will be communicated

through email, postal mail, or another method deemed appropriate for reaching all customers effectively.

- Posting on Website: In addition to direct communication, the updated terms will be posted on the Maturix ApS website or made available through the customer service portal.

7.2 Effective Date:

- Commencement: Changes to the terms and conditions will become effective no less than 30 days after they are communicated, giving customers ample time to review the modifications.
- Service Continuation: The continued use of the service after the effective date of such changes constitutes acceptance of the new terms.

7.3 Review of Changes:

- Customer Responsibility: Customers are responsible for regularly reviewing the terms and conditions, including any updates or modifications. If you disagree with the changes, you have the right to terminate the service agreement according to the "Term and Termination" section.

7.4 Material Changes:

- Definition: Material changes are those that significantly affect the rights or obligations of the customer, such as changes in fees, service scope, or liability terms.
- Special Notice: For material changes, Maturix ApS will provide a more prominent notice and extend the advance notice period to ensure customers have sufficient time to assess the impact of the changes.

7.4 Contact and Questions:

If you have any questions or need further clarification about any changes to the terms, please contact Maturix ApS customer service. We are committed to providing clear and comprehensive explanations to help you understand how the changes may affect you.