

EA ELEKTRO-AUTOMATIK TERMS AND CONDITIONS FOR SERVICE PLANS

The EA Elektro-Automatik Terms and Conditions for Service Plans ("Service Plan Terms") are inclusive of the EA Elektro-Automatik Worldwide Terms and Conditions of Service. The Service Plan Terms set forth the rights, duties and obligations of EA Elektro-Automatik and the Customer with respect to [EA Service Plans](#). If any Service Plan Terms are conflicting with EA Elektro-Automatik Worldwide Terms and Conditions of Service, EA Elektro-Automatik Service Plan Terms and Conditions will take precedence.

THIS IS NOT A CONTRACT OF INSURANCE

1. **How to Obtain Service.** To obtain Repair Service:
 - a. Customer may visit [this webpage](#) fill in appropriate details, click "Next", and press "sending" to pre-book a Service request or contact the nearest Designated Service Center.
 - b. Customer is responsible for all aspects of shipping the Equipment to EA Elektro-Automatik. EA Elektro-Automatik is not responsible for any costs, loss or damage occurring during shipping.
2. **Service Overview.**
 - a. Upon receipt of a covered Equipment, EA Elektro-Automatik will attempt to replicate the fault to assess Repair. At the sole and absolute discretion of EA Elektro-Automatik, the Equipment will be Repaired or replaced using authorized EA Elektro-Automatik parts and in accordance with Specifications. This Plan covers labor and Repair or replacement of parts.
 - b. If the Repair of Equipment is not economically or commercially feasible or Equipment is no longer in production, EA Elektro-Automatik may decide, in its sole and absolute discretion, to replace Customer's Equipment 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 Equipment(s) will be returned to Customer, at Customer's cost.
3. **Term.**
 - a. Initial coverage under this Plan will be calculated from Customer's original purchase date of the applicable Equipment(s).
4. **What is Covered.**

A full description of all Service Plans can be found [here](#).

 - i. Repair or replacement, as determined by Tektronix in its sole and absolute discretion, caused by reasonable wear, tear or damage associated with the Equipment'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 Equipment.
 - ii. For plans that offer Loaner equipment for Customer use while equipment is being Serviced. All Loaned Equipment is subject to EA Elektro-Automatik Terms and Conditions for Loaned Equipment which can be viewed at [here](#).
5. **What is Not Covered.**
 - a. Any Equipment with a serial number that has been altered, missing or is otherwise unverifiable.
 - b. Any Equipment outside the country it was originally purchased in, except as expressly authorized in writing by EA Elektro-Automatik. The European Union will be regarded as one country for this purpose.
 - 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 Equipment's design or intended use
 - e. Damage caused by repairs made by anyone other than EA Elektro-Automatik 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. Kits, optional hardware bundles or standard accessories that may accompany or are bundled with the initial purchase of the equipment.
 - i. Components, parts or accessories that can no longer be acquired on a commercially reasonable basis, as determined by EA Elektro-Automatik.
 - j. Calibrations, unless required as part of a covered Repair.
 - k. Damage caused by any type of shipping activity.
 - l. Damage caused by environmental or other factors beyond the Equipment's Specifications, including, but not limited to, improper storage, moisture, wind, dust, shock, pressure, reconfigurations not authorized by EA Elektro-Automatik, temperature or over-voltage ratings.
 - m. Any damage or failure not reported to EA Elektro-Automatik prior to the expiration of this Plan.
 - n. Loss of use of the Equipment caused by any delay in rendering Service, or any damages related to any loss of use of the Equipment.
6. **Cancelation & Refund.** THIS PLAN CANNOT BE CANCELED BY CUSTOMER. ALL AMOUNTS PAID ARE NONREFUNDABLE. EA Elektro-Automatik reserves the right to cancel this Plan at any time and without prior written notice for the following reasons:
 - i. Fraud or negligent misrepresentation by Customer;
 - ii. Customer's chronic negligence or abuse of a covered Equipment; or
 - iii. Repairs made to the Equipment by anyone other than EA Elektro-Automatik or one of its authorized service providers.
7. **Renewal.** Neither party is obligated to renew this Plan. Prices, terms, conditions and limitations may change upon renewal. Customer agrees that Customer may be called or otherwise contacted regarding renewal.
8. **Customer Promises and Assurances.** Customer is responsible for the following:
 - a. All calibrations, repairs or services not covered by this Plan.
 - b. Providing technical descriptions of any failures to aid in diagnostics and troubleshooting.
 - c. Providing timely responses to any reasonable requests from EA Elektro-Automatik related to this Plan.
 - d. Implementing and following processes and safeguards necessary to store, preserve, restore and protect Customer's data.

EA Elektro-Automatik is under no obligation to backup or restore any Customer data, and will not be liable for any degradation, loss or corruption of any data.

