

Warranty & Returns Science, Service & Support Subscription (S3 Plan)

The following document outlines and describes in detail the Warranty Coverage, Returns Procedure, and Science, Service & Support Subscription (S3 Plan) for all Sage Analytics products.

Sage Warranty

- This covers hardware & factory defects and does NOT include software updates, data models, consumables/lab ware, or lost items.
- Sage offers a 1-year warranty against hardware & factory defects (see below for details); beyond this warranty (year 2 and beyond), customers will pay a diagnostic fee of \$125 per hour (with a 2-hour minimum charge), unless they have a subscription to the S³ Plan, in which case the diagnostic fee will be waived.
- After initial troubleshooting via telephone with a Sage technical support staff member, if the product needs to be sent back for further diagnosis and repair to the CA headquarters, a quote for the repair will be provided to the client for consideration once the unit has been received in house and thoroughly diagnosed. (This applies only to products that are beyond the 1-year warranty time frame).

Sage warrants to the End User that (a) each item of hardware provided by Sage (the “Hardware”) will be free of material defects in material and workmanship for a period of one (1) year from the date of shipment to End User if stored, handled, installed, maintained and operated under proper use and normal conditions, and (b) the software provided by Sage in connection with the Hardware (the “Software”) will comply to the specifications published by Sage in all material respects for a period of one (1) year from the date of shipment to End User. The warranties specified herein will not apply to defects attributable to: (i) improper storage, handling, installation, maintenance or operation of the Hardware or Software, (ii) modification of Hardware or Software without Sage’s prior written approval, (iii) accident, neglect, misuse or abuse by anyone other than Sage, (iv) destruction or damage to the Products caused by anyone other than Sage, or (iv) other hardware, software, systems or data not provided by Sage.

Sage does not warrant that the Products will operate in combination with other hardware, software, systems or data not provided by Sage or that the operation of the Hardware and/or Software will be uninterrupted or error-free. EXCEPT FOR THE EXPRESSED WARRANTIES STATED ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAGE DISCLAIMS ALL WARRANTIES (WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE) RELATING TO THE HARDWARE AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE (EVEN IF THE PARTICULAR USE OR PURPOSE IS DISCLOSED TO SAGE IN ADVANCE) OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

Defective Hardware may be returned to Sage during the relevant warranty period freight and insurance prepaid only after obtaining a Return Material Authorization (RMA) number from Sage. If Sage determines upon testing and inspection that any such returned Hardware breaches the warranty set forth above, Sage shall, at its option, provide the customer a quote for repair or replacement of such Hardware and return it to End User for a reasonable fee freight prepaid. If Sage determines upon testing and inspection that the Software breaches the warranty set forth above, Sage shall use commercially reasonable efforts to correct or provide a reasonable workaround for the Software errors that caused such breach of warranty. Replacement or repair of Hardware and/or Software does not extend its warranty period beyond the original warranty expiration date.

Warranty & Returns Procedure

Warranty Claims: All goods shall be inspected by the Buyer when received, and every claim on account of defective material, workmanship, or shortages, or of any other cause shall be deemed waived by the Buyer unless made in writing and received by Sage Analytics, within 30 days from the date of receipt of such goods to which such claims relates. Upon receipt of such claim, Sage Analytics shall be given a reasonable opportunity to inspect such goods. No goods shall be returned to Sage Analytics, without written authorization by Sage Analytics.

Returned goods shall be subject to a 20% restocking charge, F.O.B. destination and prepaid. No claim of any kind, whether as to goods delivered or for non-delivery of goods shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed.

Science, Service & Support Subscription (S³ Plan)

Warranty & Returns Procedure *(continued)*

If your Sage Analytics product has a manufacturing defect, please follow these instructions to begin the warranty process:

1. Refer to the on-line troubleshooting guide to see if your problem can be fixed immediately.
2. Call our technical hotline at 650-492-8500 x2 or send an email to: support@sageanalytics.com to review your issue with our trained technical staff. This is free service for both S³ subscribers and non-subscribers.
3. Sage will diagnose the unit within 72 hours of receiving notification of a problem. Our technical staff may be able to repair the device remotely, which may require some additional steps for access. If the unit requires being sent back, Sage will issue you a Return Merchandize Authorization number (RMA#) along with the appropriate shipping instructions.
4. Please complete the Warranty Return Form in its entirety. Your contact information is essential and will need to be included inside the box. Proof of purchase for warranty claims is required. Keep a copy for your own records.
5. If you have invested in the Science, Service & Support Subscription (see below for details), all diagnostic fees associated with the repair will be covered. You will still be responsible for the costs of the actual repair and/or replacement parts if your product is out of warranty. If you have not subscribed to the S³ Plan and/or product is out of warranty, and there is damage due to normal wear and tear, improper use, or accidents, we will be able to provide you an estimate for the repairs. If you would like to join the S³ Plan at this time, you have the ability to do so. See below for further details.

- This is an annual subscription fee of \$1,250, which is charged on the date of purchase and for each subsequent year on the anniversary purchase date. The customer must have access to internet connectivity in order for Sage Analytics to provide remote software updates under this service plan. A network cable and router/modem will be mandatory for all software updates.
- The S³ plan includes unlimited software updates, software releases and access to new data models and/or data model enhancements at no additional charge.
- The S³ plan does NOT cover normal wear and tear and/or hardware that is in or out of warranty.
- Includes unlimited customer support calls during normal business working hours. (M-F, 9am-5pm MST)
- Diagnostic fee of \$125 per hour (with a 2 hour minimum charge) is waived if subscription is current.
- One replacement lamp at no additional charge.
- Shipping & Handling fees (applies to ground service only) are included for all repairs that fall under warranty (which doesn't cover misuse or destruction).

What if I don't have the S³ Plan?

- Software updates & data models will be at an additional charge to the customer (costs will vary depending on the update and data model).
- Telephone diagnosis will be free of charge, but if the product has to be sent back for further diagnosis and evaluation, a diagnostic fee of \$125 per hour (with 2 hour minimum charge) will apply.

Can I join the S³ plan at a later date?

- If you stopped your subscription or want to become current and "true up", you will be charged for however many months to bring you up to current software status, with a minimum charge of \$1,250.

Please contact your sales representative or email us at info@sageanalytics.com if you have any questions about this document.