

Mitel Distributing Corp. | Service Business Area Conditions of Service

Issuance of a purchase order for services implies review and agreement of the below conditions of service.

- 1. MITEL Responsibilities.** Mitel will contact customer in a timely fashion with proposed service dates and work with the customer to provide the best possible scheduling in accordance with its scheduling procedures. Mitel will provide only trained, certified personnel to perform the contracted services. Mitel personnel shall be responsible for maintaining a professional appearance and behavior while at a customer's facility. Mitel personnel performing services will be responsible for collecting all the paperwork pertaining to the service before submitting the completed documentation to the customer. Mitel is not responsible for filling or evaluating customer's internal documents unless previously agreed upon in writing. Please refer to section 7; Documentation. Mitel will carry out all services specified on the Work Order on the confirmed dates and times. In the event a service or equipment qualification shall result in a failure then Mitel will attempt to determine the root cause. If the qualification was completed with adherence to all procedures and SOP guidelines and no cause is immediately assignable Mitel will work with the customer to resolve the issue, however this may require additional work or retesting at the customer's expense including travel and labor. For Additional details about Qualifications - IQOQ, EQPACs, please refer to section 9; Equipment Qualification Services (IQ/OQ EQPac's)
- 2. Customer Responsibilities.** Customer is responsible for responding to scheduling proposals in a timely fashion. All scheduling confirmation of service(s) must be submitted in writing via email from Client to Mitel. Verbal communication will not be considered as a means to confirm any service. Customer shall confirm service date within 48hrs of receiving scheduling notification (service date). Shall Mitel Service Team not receive any confirmation within the established 48 hrs. period, the proposed service dates will be rescheduled to the next available date. Customer agrees to provide or make available at time of scheduled service the following: Timely access to the facility, an escort or point-of-contact while on-site, suitable workspace, reviewed and pre-approved protocols with any amendment /addendum or comments as may be made after mutual agreement between Mitel and the Customer and Equipment scheduled for service must be ready and available for service prior to arrival. Delays in making equipment available for the scheduled service may result in additional charges and or delays of service. For initial setup and installation, the customer will be responsible for arranging to have the shipment delivered to the installation site prior to arrival of a Mitel service technician/engineer. Excessive delays may result in additional charges. Additional Service requests which are not part of the scheduled service or work order for a specific service visit will not be performed without prior approval by the Mitel Service Management. Additional charges may apply. Mitel reserves the right to bill the customer for additional expenses incurred by Mitel for customer's failure to comply with items in section 4; Delays / Cancellation / Rescheduling.
- 3. Scheduling:** Please note that all services are scheduled on a first come first served basis. At times, due to the high volume of service requests, our resources may be limited for immediate support. Contract customers receive preferred treatment over non-contract customers with same day response or as per contract terms (typically within 24-72 hrs). Equipment purchase through Mitel without installation, will require a service quote. Once the order is received the request will enter our queue and scheduled for the next available date. Please note service requests may be delayed due to local policies and requirements of Corporación del Fondo del Seguro del Estado (CFSE) (workers compensation and employers liability policy).
- 4. Delays /Cancellations / Rescheduling.** All Cancellations or rescheduling of confirmed service(s) must be submitted in writing from Mitel to client or from Client to Mitel. Verbal communication will not be considered as a means to amend a confirmed service. Any delays due to Client with confirmed service dates will be rescheduled to the next available date and will incur in additional service fees (i.e. labor, travel and mileage). **Local Service Team (Non-Contract):** Scheduled and confirmed services may be cancelled or rescheduled with 48hrs in advanced with no cancellation fee. Orders cancelled or rescheduled with less than 48 hours of the confirmed date will incur in 50% cancellation fee of the total value of the service to cover expenses and business loss. For services including rental of tools, equipment and or transportation (i.e. cranes, forklifts, trucks etc.) will incur in a 100% cancellation fee of all actual expenses incurred including, business loss and deposits for rental equipment and any other related cost. **Contract customers:** Waiting time, equipment not readily available, or any other delay incurring in employee overtime shall be invoiced separately as per established contract rate. Employee overtime and work outside established work hours are invoiced at double the established rate. **Out of State Service Team (Supplier):** Scheduled and confirmed services may be cancelled or rescheduled 10 days prior to scheduled service date with no cancellation fee. Orders cancelled or rescheduled 10 business days or less of the confirmed date may incur a 100% cancellation fee of all actual expenses incurred including airfare, business loss and deposits for rental vehicles and/or hotel stays. These terms are subject to change based on our partners service policies and scope of service.
- 5. Safety.** The client is responsible for the physical safety of all Mitel employees that may enter their building, laboratory or other related facilities. While all Mitel employees have been properly trained for all the services to be performed, the client must provide a safe work environment for all Mitel employees while they are on the premises. If a Mitel employee should require medical care, it is the responsibility of the client to obtain that care through whatever means necessary. Mitel's workers compensation policy will cover all Mitel employees' medical expenses and no cost will be placed on the client if medical care is needed. An incident report, in writing, may be required from the client in order to document any situation requiring medical care. Mitel will submit a formal request from the client if documentation is required.
- 6. Customer Safety Trainings and other Onsite Trainings:** Customers that require Mitel personnel to participate in any orientation or training, to grant access to Mitel service personnel, must inform this prior to scheduling or confirming a service. Orientations and training offered on the same day of the service and that are less than an hour long, and do not intervene with the service execution and completion will not be invoiced. If a separate day is required a quote shall be provided by the Mitel service team in order to cover the technician's time, travel and other administrative costs. A minimum of 4 hours will be invoiced including additional travel and mileage charges. For contract customers this fee shall be waived if agreed upon as part of the terms.
- 7. Documentation:** Mitel and its personnel are not responsible for filling out any customer documentation unless previously agreed upon in writing. This includes but is not limited to customer's own calibration or internal verification documents, qualification protocols and any other internal document (i.e. DQ, IQ, OQ, PQ, MQ, etc.). Customer shall not request Mitel personnel to modify any documents such as Work Orders, Calibration Certificates, and any other official Mitel document or from its partners. Any change, modification, or deviation from Mitel or its partners procedures shall be agreed upon in writing. Any documentation change or additional request outside the scope of the work quoted are subject to additional fees.

8. **Customer Service and Document Review:** Once a service technician completes the work scheduled, all service-related documents (i.e work order, calibration certificate etc.) are provided to the customer for review. The customer must review these as to not delay the service and conclusion of the work scheduled. If the individual responsible for document review is not available at the completion of the work, the Mitel service personnel shall leave these with a customer representative as to conclude the day's work. The Mitel personnel will not stay or remain onsite after working hours to allow customer document review. If customer requires additional time for document evaluation, this time will be invoiced at our established hourly rate.
9. **Scope of Work (Service):** The scope of work for all services are defined by Mitel procedures and those of its partners (i.e. Mettler Toledo, MalvernPanalytical, etc.). Additional tests outside the scope of established SOP (Standard Operating Procedures), or calibration guidelines/ protocols will not be executed. Tests or evaluations outside our procedures are customer responsibility. Mitel – Mettler Toledo, or any of our partners cannot guarantee nor certify any test or evaluation outside established protocols or procedures. Calibration Reports/Certificates are not customizable. In the case any test or verification outside our scope is done, it must be first agreed upon in writing by both parties (Mitel and Customer). If agreed upon, the test may be performed, yet all tests, information, and data generated outside established procedures or protocols, shall be considered for information purposes only and for customers own evaluation and determination. Mitel will not provide any certification based on these tests, evaluations, or results, nor shall be held responsible in any way for its interpretation whether positive or negative, as a calibration and service provider. Mitel is not responsible for filing or evaluating any customer documentation unless previously agreed upon in writing. Any document or certificate, referring to customers own procedure(s), are for customer own information. Mitel is not responsible for such documents nor is legally responsible. Any scope of work outside established procedures if agreed upon will incur in additional fees.
10. **Equipment Qualification Services (IQ/OQ/ EQPac's)** are quoted and scheduled to be executed and completed in one (1) working day Per Equipment, unless otherwise stated on quote. Services are offered Monday-Friday from 9-4 pm unless otherwise agreed upon. Additional Days required to complete work will be invoiced separately at our hourly rate. For all IQ/OQ services please ensure all documentation (logbooks/binders) have been properly evaluated and pre-approved for execution prior to scheduling service. In order to avoid any delay in services, a customer representative must be present and readily available during the execution of the qualification service, for section approval and sign-off process. If separate days are required for protocol evaluation and approval, or due to customer requirements please inform our service team so they may provide a quote to cover these additional days or hours of labor. This includes but is not limited to separate days for the execution of the IQ, and separate day for the execution of the OQ. For further clarification please contact our Service Team. Additional tests outside the scope of our IQOQ guidelines, SOP, or calibration protocols will not be executed. Tests or evaluations outside our procedures are customer responsibility. Mitel – Mettler Toledo, or any of our partners cannot guarantee nor certify any test or evaluation outside established protocols or procedures. IQOQ protocols are not customizable. In the case any test or verification outside our scope is done, it must be first agreed upon in writing by both parties (Mitel and Customer). Once agreed upon, the test may be performed, yet all tests, information, and data generated outside established procedures or protocols, shall be considered for information purposes only and for customers own evaluation and determination. Mitel will not provide any certification based on these tests, evaluations, or results, nor shall be held responsible in any way for its interpretation whether positive or negative, as a calibration and service provider. Mitel is not responsible for filing any customer documentation unless previously agreed upon in writing. Any document or certificate, referring to customers own procedure(s), are for customer own information. Mitel is not responsible for such documents nor is legally responsible.
11. **Confidentiality.** All data, documents, manuals, materials, technology, and drawings as well as any information provided in writing, orally or otherwise to Mitel by the Client or to the Client by Mitel during this agreement (service contract or individual purchase order), and for a period of 1 calendar year after its completion, will be kept confidential. No part of our procedures including those of our partners may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, photographing, and recording, for any purpose without the express written permission of Mitel Distributing Corp. and its partners.

Depot Repair

1. **Inspection Charge:** The cost for equipment inspection and diagnostic is \$980.00 + Taxes (unless otherwise agreed on). This charge covers Inspection of the equipment only, parts and repair labor are not included in fee unless otherwise agreed upon on writing, service quote or contract. The customer must provide a preferred shipping company and account number which will be used for return shipment of equipment or instrument being serviced and or certified. If Pick Up and Delivery of Equipment is required by Mitel personnel it will be invoiced separately to the inspection and diagnostic fee, as per our established rates.
2. Any repairs (parts and labor) are an additional charge and will be quoted before the calibration and/or adjustment is completed. When calibration is complete the equipment or instrument will be returned to the Customer and the purchase order processed.
3. If the repair estimate is not accepted the Inspection Charge will be charged and the equipment will be returned to the customer.
4. If customers purchase order/acknowledgment is not received within 10 calendar days of the estimate, Mitel will commence arrangements to return the equipment to the customer. An invoice for the inspection of the equipment will be included as per our established rates. In the event the equipment cannot be repaired the customer will be notified and arrangements will be made to return the equipment.
5. All requests will be processed on First In – First Out criteria. Pick up of equipment does not guarantee immediate service. Equipment will be serviced, verified, or repair on the next available date on schedule. Repairs are subject to parts availability. Mitel does not keep a local stock of parts, unless agreed upon on a service contract. Services will not be performed or put-on schedule without proper customer acknowledgment or Purchase Order. Contract customers have priority over noncontract customers.
6. Additional Terms: Our general terms. Available upon request, or at our website www.mitelpr.com



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Mitel Distributing Corp. | General Terms & Conditions of Sale

1. Customer Acknowledgement. Customer acknowledges agreement with these terms of sale by the placement of an order to purchase a product from Mitel.

2. Prices. Unless otherwise specified all prices are F.O.B. point of origin. Written quotations are valid for 30 days from issuance and Mitel approval and/or its suppliers. Prices are subject to change without notification. Prices are exclusive of, and customer will pay, applicable sales, use, service, value added or like taxes, unless customer has provided Mite with an appropriate tax exemption certificate. **All prices on quotes are subject to Mitel acceptance of customers Purchase Order (see point 3 Orders). In the case of any price discrepancy or error on quotes, Mitel shall notify the customer and provide a revised quotation reflecting current and/or corrected pricing, prior to accepting any purchase order..**

3. Orders. All orders are subject to acceptance by Mitel. The company reserves the right to accept or decline any purchase order, and in the event of any price discrepancy or errors found on a quotation, the company shall make the adequate corrections and resubmit to customer prior to accepting any purchase order. Customer will specify ship to address within the country where the order is placed, unless otherwise agreed.

4. Delivery. Unless otherwise specified products are shipped F.O.B. point of origin. Title and risk of loss shall pass to buyer upon seller 's delivery of product to the carrier. Buyer shall pay all freight, handling, delivery, special packaging, and insurance charges for shipment of products. Choice of carrier and shipping method and route shall be seller 's election unless specified by buyer at time of order. Please refer to Mitel Order Shipping and Handling Instructions and Shipping Waiver for other specific and binding details. In case buyer would like to use their carrier of choice; buyer must promptly respond to Mitel communications and coordinate pick-up. If pick up or scheduling is not arranged within a prompt timeframe, seller will proceed to schedule pick up and invoice accordingly. An Additional administrative fee of \$500.00 will apply in these instances. Seller shall have the right to deliver all products covered hereby at one time or in partial shipments from time to time, within the agreed time for delivery. Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of seller, including but not limited to, force majeure, acts of God, acts or missions of buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any such delay, the set date of delivery, if any, shall be extended for a reasonable period, or the delivery may be canceled at seller 's option. Any delay in delivery, at customers request greater than 30 days is subject to an additional stocking charge or a good faith deposit not to exceed 20% of the equipment total.

5. Installation and Acceptance. Installation by Mitel, when included in the purchase price is complete when the product passes Mitel's installation and test procedures. For products with or without installation included in the purchase price, acceptance by customer occurs upon delivery by Mitel. Mitel is not responsible if customer schedules or delays installation after delivery, customer acceptance of the product(s) will occur upon delivery.

6. Payment Terms: Invoices are due and payable net 30 days from date of invoice provided that customer 's account is in good standing or in the case of a new customer, credit references meet Mitel requirements. Orders exceeding \$30,000.00, will require the following terms: 50% of Total Value of Order- Due at time Purchase Order is placed (order are not to be processed until deposits are received in full). 50% of Total Value of Order – Due Net 30 Days from Customers receipt of Purchase Order (upon credit approval). Late payments and buyer's outstanding unpaid balances shall be subject to a finance charge of 3% per month until paid in full. Buyer shall also pay seller 's cost of collection (including reasonable attorney 's fees). Payments received may be applied by seller against any obligation owed by buyer to seller. Seller may establish or limit a customer's credit limit All payments must be in US dollars. All credit memos issued by seller shall permanently expire one (1) year from the date of issuance. If Buyer fails to make advance payment, any payment becomes delinquent or refuses to accept C.O.D. shipments, Mitel shall have the right, to cancel the Sales Agreement or Purchase Order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for Products. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Buyer must notify Mitel within fifteen (15) days from the invoice date if Buyer has not received the Product(s). Specific equipment, products or projects may be subject to different terms and conditions as per their quotation.

7. NCNR Materials. Any product that is or becomes designated as NCNR (non-cancelable, non-returnable) or customer specific (CS) shall be considered strictly as non-cancelable, non-returnable and non-reschedulable. Buyer assumes full liability for any product (NCNR Materials) that (a) has been shipped to buyer and/or (b) is being held in seller 's inventory for buyer and /or (c) has been ordered by seller from and been manufactured by seller 's supplier, in whole or in part, and/or (d) is part work-in-progress and/or pre-built value enhanced product being held in seller 's or its subcontractor 's inventory for buyer. Buyer shall pay any cancellation charges invoiced to seller by its supplier with respect to NCNR, as well as any related labor, transportation, raw materials, and storage costs. This applies to custom built or make to order (MTO) systems, and other consumables that once open are consider non-returnable by Mitel or any of its partners/suppliers.

8. Cancellation/Modification Except for NCNR materials, buyer may cancel or modify orders with the seller 's approval per the following conditions Parts and Accessory. Orders may be cancelled within 1 business day after receipt of order with no cancellation fee. Orders cancelled after 2 business days from receipt of order and prior to shipment will incur a 15% cancellation fee or as per supplier cancellation policy. Orders returned up to 5 business days after delivery with an approved Return Authorization Number (RA) will incur a 35% restocking fee plus any related shipping and handling costs, subject to manufacturer's policy. Equipment and Instrument Orders may be cancelled or modified within 2 business day after receipt of order with no fee or as per manufacturer's policy. Orders cancelled or modified after 2 business days from receipt of order and prior to shipment will incur a 15% cancellation fee or as per manufacturer's policy. Orders returned up to 5 business days after delivery with an approved Return Authorization Number (RA) will incur a 35% restocking fee. Custom/ configured equipment may not be returned or as per manufacturing's policy. Service Orders, Scheduled and confirmed service appointments may be cancelled or rescheduled as per section 4 Delays /Cancellations / Rescheduling .



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9. Returns. Buyer may only return products with seller's consent and in accordance with seller's return policy. Upon confirmation of right of return, seller shall issue or cause to be issued a Return Authorization Number (RA#). Buyer shall return products F.O.B. buyer's plant, freight prepaid, in accordance with seller's instructions in their original package and condition, without alteration or damage. Upon receipt of returned product which complies with this section 8 and seller's return policy, seller has the right to issue, and buyer agrees to accept a credit memo in the amount of the value of the returned products which may be used as a credit toward future purchases for a period of one (1) year after issuance. In lieu of a credit at seller's sole discretion, seller may charge buyer 35% of the order total as a restocking fee. Any extra cost incurred by seller to meet buyer's request for a return will be the buyer's responsibility. Make to order (MTO) or Custom Systems are non-returnable, as per section 7.

10. Limitation of Liability. IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

11. Limitation of Damages. BUYER SHALL IN NO EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING BUT NOT LIMITED TO, TO LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS OR DATA.

12. General. These terms of sale and any transaction made under them shall be interpreted by and be subject to the laws of the Commonwealth of Puerto Rico. In the event any section or portion of a section of these terms of sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the terms of sale, and the remaining terms shall continue in full force and effect. The terms of sale may be modified from time to time by Mitel without notice.

13. Export. Commodities, technology, or software exported from the United States of America or, from other exporting countries will be subject to the US Export Administration Regulations and all exporting countries laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

14. Employees. Buyer expressly understands and agrees that the solicitation or employment of seller's employees while currently employed by seller will cause irreparable harm to seller. In the event of any breach or attempted breach of this section seller shall be entitled to equitable relief, including injunction and other remedies available to the seller at law or in equity. Buyer is solely responsible for all of its employees, agents, and subcontractors and will take the necessary steps to protect seller's interests.



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Equipment /Instrument Warranty Statement

Mitel Distributing Corp. warrants our equipment and instruments to be free from defects in materials and workmanship for a period of twelve (12) months from the date of installation or for a period of thirteen (13) months from the date of shipment, whichever comes first. During the warranty period, Mitel will correct any defects in materials, workmanship, or any failure of the system to conform to specifications, at no charge for parts, labor or shipping, provided that the defective parts are returned to Mitel. Customers will be invoiced for parts but will not be charged unless the defective parts are not returned. Mitel does not warrant that the product will provide uninterrupted operation and free of error.

This warranty only covers defects arising under normal use and does not cover consumables or components that come in contact with customer samples and/ or materials. Malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation or repairs by anyone other than Mitel or consumables and components which come in contact with customer sample and/or materials are not covered. Maintenance or repairs required by accident, power failure or surge, fire, water, wind, lightening or other natural disasters are not covered under equipment's warranty. Mitel warranties repair parts for a period of sixty (60) days and will replace defective parts used in the repair of Mitel product.

Repair or replacement of defective parts or refund of the price shall be the only remedies available to the purchaser. Mitel, may at its option, in lieu of a refund, repair or replace your system or any of its components with new or reconditioned parts, and any replaced systems or components become the property of Mitel.

Failure of Customer to submit any claim hereunder within day (3) days following expiration of the warranty period applicable to such articles shall be admission by the Customer and conclusive proof that such articles are in every respect as warranty and shall release the Company from any and all such claims for damage or loss sustained by Customer. In the event a Customer timely submits a claim for breach of Warranty, the parties agree that Customer's sole and exclusive remedies shall be, at Company's option, repair or replacement of the defective article, or credit or refund of the price of defective articles less depreciation calculated on a straight-line basis over Company's stated Warranty Period. THESE REMEDIES SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

To the extent permitted by applicable law, Mitel, shall not be liable for incidental or consequential damages, or breach of any express or implied warranty, including but not limited to implied warranties of merchantability and fitness for a particular purpose. This limited warranty gives you specific legal rights.

Warranty Claim Process

Mitel customers please send an email to sales@mitelpr.com and customerservice@mitelpr.com or a fax to 787-754-0740.

Please provide the following information in your email:

- Product Model
- Product Serial Number
- Original Order Number
- Purchase Date
- Detailed explanation of Product or part failure

If your product is authorized for return, your customer service representative will either email or fax you the Returns Form including a Return Authorization Number (RA#) to include with the returned Product(s) or inform you about the replacement parts shipment. All products returned for replacement must be returned in their original packaging and include all original documentation and/or parts. If you are provided a Return Form with an RA#, ship your product to:

Mitel Distributing Corp.
Attn: Service Department
Calle América #4
Hato Rey PR, 00917