

**Suzhou SPEA Automated Testing Equipment Co., Ltd . - Standard and Plus Warranties**  
**苏州斯贝亚自动检测设备有限公司**  
**标准和高级保证书**

**Suzhou SPEA Automated Testing Equipment Co., Ltd., (“SPEA”)** warrants for one year (or as otherwise specified in the SPEA quotation) that the equipment newly manufactured by SPEA (the **“Equipment”**) will substantially conform to SPEA’s applicable published specifications delivered with the Equipment and as updated from time to time by SPEA in its sole discretion (the **“Specifications”**) and will be free of defects in workmanship and materials (the **“Equipment Warranty”**). Factory reconditioned systems may be warranted for less than one year (or as otherwise specified in the SPEA quotation) and will be warranted as quoted by SPEA. SPEA does not warrant that the operation of the Equipment will be uninterrupted or error free. This Equipment Warranty commences (1) on the date of installation of the Equipment (if installed by SPEA or by third parties qualified by SPEA) or (2) on the date of shipment of the Equipment (if not installed by SPEA) or (3) six weeks after the date of shipment (if to be installed by SPEA, but installation has not been completed through no fault of SPEA). Installation of the Equipment occurs upon successful completion of SPEA’s installation procedures that demonstrate that the Equipment is able to do useful work [e.g., the completion of SPEA’s standard operational verification procedures, interconnect verification procedures, or other SPEA standard diagnostic procedures as updated from time to time by SPEA in its sole discretion], which shall be deemed to have occurred no later than 21 days after shipment of the Equipment unless Customer notifies SPEA to the contrary.

苏州斯贝亚自动检测设备有限公司（“**斯贝亚**”）为斯贝亚新制造的设备（“**设备**”）提供一年的保证期（或者斯贝亚报价单中明确的期限），保证该设备实际符合斯贝亚随设备交付的已发布适用的规格书，斯贝亚不定时决定更新该规格书（“**规格书**”），并保证该设备在工艺和材料上不存在缺陷（“**设备保证**”）。工厂翻新系统的保证期可能少于一年（或者斯贝亚在报价单中明确的期限），并且只按照斯贝亚的报价提供保证。斯贝亚不保证设备的运行一定不会受到中断或者不出错。本设备保证期从设备安装日开始（如果由斯贝亚或者斯贝亚认可的第三方安装），或者从设备发货日开始（如果不由斯贝亚安装），或者从发货日六个星期后开始（如果由斯贝亚安装，但是并非由于斯贝亚的过错而导致安装未完成）。设备安装以斯贝亚的安装程序成功完成后设备能够正常运行工作为前提[比如，完成斯贝亚的标准操作验证程序、互联验证程序，或者斯贝亚不时自行更新的其他标准诊断程序]，且不晚于设备发货之后的21天，除非顾客明确通知斯贝亚无需在该期限内完成安装。

During the Equipment Warranty period SPEA will service, adjust, or replace any non-conforming part(s) returned under this Equipment Warranty at no charge to Buyer, except for the cost of shipping, insurance and travelling and living cost of SPEA’s engineers performing intervention at Customer’s premise. Should the Customer purchase the SPEA Warranty Plus option, these costs will be at SPEA charge.

在设备保证期内，斯贝亚会根据本设备保证书，免费向买方提供保养、调整服务，或者更换不合格零件，但是运输成本、保险成本、斯贝亚工程师在顾客场所提供服务产生的差旅费和生活成本除外。如果顾客购买了斯贝亚高级保证选项，则这些成本都将由斯贝亚承担。

For Equipment installed by SPEA, on-site repair, limited to servicing, adjusting, or replacing part(s), will be performed for a period of one year (or as otherwise specified in the SPEA quotation) after commencement of the Equipment Warranty at no additional cost to Customer, except the costs listed above. Should the Customer purchase the SPEA Warranty Plus option, these costs will be at SPEA charge.

对于由斯贝亚安装的设备，从设备保证期开始之日起，斯贝亚将免费提供为期一年（或者斯贝亚报价单中另外规定的期限）的限于保养、调整或更换零件的现场维修服务，上条列出的成本除外。如果顾客购买了斯贝亚高级保证选项，则这些成本都将由斯贝亚承担。

This Equipment Warranty applies only to normal use of the Equipment and shall be void if SPEA determines that defects or non-conformities of the Equipment were caused by Customer’s negligence, misuse, or accident; or by the use of parts obtained from third parties; or by unauthorized repair, alteration or installation of the Equipment. This Equipment Warranty does not extend to consumables items (e.g., such as I/O stages, scanner relays, pogo pins and spring probes), or to mechanical parts of the Equipment failing from normal usage. Customer’s sole remedy and SPEA’s exclusive liability for claims against SPEA shall be the repair or replacement of the defective or non-conforming Equipment and parts, or, if repair or replacement cannot be accomplished, compensation for direct damages not to exceed the applicable amounts paid by Customer to SPEA for the Product.

本设备保证书仅适用于设备的正常使用；如斯贝亚认为设备的缺陷或不合格是因为顾客的疏忽、误用或者意外导致，或者因为使用了来自第三方的零件导致，或者因为未经斯贝亚授权而维修、改变或安装本设备导致的，则本保证书不适用。本保证书不适用于易损件（比如输入/输出台、扫描继电器、pogo pin连接器和弹簧探针），或者不正常使用设备的机械零件。顾客的唯一补救措施以及斯贝亚的排他性责任是维修或者更换有缺陷或者不符合要求的设备和零件，或者如果无法维修或者更换，则直接损失赔偿额度不超过顾客购买该产品时支付给斯贝亚的总金额。

SPEA warrants that any services provided by SPEA (the “**Services**”), will be performed in a good and workmanlike manner (the “**Services Warranty**”). Customer's sole remedy for claims and SPEA's sole liability under this Services Warranty is for SPEA to re-perform the applicable Services in conformity with the Services Warranty.

斯贝亚保证将以良好和娴熟的方式提供所有相关服务（“**服务**”）（“**服务保证**”）。在本服务保证书项下，顾客的唯一补救措施和斯贝亚的排他性责任是斯贝亚要按照服务保证书要求提供适用的服务。

The warranties contained herein are non-transferable.

本保证书包含的保证条款不可转让。

The warranty for software, if any, is set forth in the SPEA Software License Agreement at [www.spea.com](http://www.spea.com).

软件保证（如果有）规定在斯贝亚软件许可协议（见[www.spea.com](http://www.spea.com)）中。

THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. SPEA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. These SPEA Warranty conditions are part of and subject to the SPEA General Terms and Conditions of Sale at [www.spea.com](http://www.spea.com), including w limitation all limitations of liability contained therein.

上述保证条款是排他性的，不包含其他任何明示或者暗示的书面或口头保证。如果存在涉及可销售性、具体目的适用性、所有权和非侵权的暗示保证，则斯贝亚免除一切与之有关的责任。本保证书中的斯贝亚保证条款是斯贝亚销售通用条款的一部分，并且以斯贝亚销售通用条款为准（[www.spea.com](http://www.spea.com)），包括但不限于该条款中包含的全部责任限制。

This warranty is made both in English and Chinese. In case there are any discrepancies between the two languages, the Chinese version shall prevail.

本保证书由中英文双语书写而成，如两种语言有歧义之处，以中文版本为准。