Service & Warranty

1. Hardware Support and Maintenance

1.1 Regarding hardware products, Smart-Ship will provide the following services:
- The maintenance and repair of the Products used by Client within the maintenance and repair scope (any damages resulting from the intended use within the factory warranty period of 24 months after delivery).
- Immediate temporary replacement in case of urgent situations (when available). Only Smart-Ship can decide to provide a replacement product.

1.2 The service will be available during Smart-Ship's regular business hours, which are Monday through Friday from 9:00 AM to 5:00 PM. The issue must be reported to Smart-Ship by sending an e-mail with a detailed description of the issue to support@smart-ship.eu, stating the following:
- Product type and ID # (can be found on the bottom of the casing)
- Detailed issue description (software and hardware)
- Immediate replacement required: yes/no
- Issue present since (approximate date and time)
- Is the specific product still being used (to control a vessel)
- Efforts made to solve the issue – (warranty will void when the Client opens the products supplied by the Smart-Ship)
- Contact details of the responsible person working for the Client
- For urgent matters +316 23 55 76 79 can be contacted directly

1.3 After logging the service request, Smart-Ship will inform the Client on the next steps to be taken to provide the Client with a working product. If deemed possible, Smart-Ship will first try to solve any issue/service request remotely. Therefore, within 48 hours (on business days) after receiving the service request, Client will be contacted with a proposed plan of action, date, and time to resolve the issue. The Service is always provided at or from the offices of Smart-Ship.

1.4 Smart-Ship will respond to service requests received through e-mail within 48 hours of receipt of a service request from Client in the order as specified above. If Smart-Ship is unable to respond within 48 hours, Smart-Ship will inform Client of the reason for the delay and provide an estimated time interval in which Smart-Ship will perform the requested service.

1.5 Smart-Ship will specifically not be liable for any damages that occur between the moment the defect or malfunction to the product arises, and the time Smart-Ship is informed of the defect or malfunction. If Client wishes to continue operations with the malfunctioning or defect Product, Smart-Ship is not liable for any damages that arise because of this.

1.6 If Smart-Ship decides to replace the malfunctioning or defect product with a new product (permanent or temporary) either within or outside of the inspection period, it will not be responsible for de-installation of the old/temporary product and installation of the temporary/new product, or any costs related to the installation or de-installation. Meaning Smart-Ship will never install or de-install its products. The replacement product will remain property of Smart-Ship unless Client buys the product.

1.7 If during the Inspection Period Smart-Ship deems the defect or malfunction to be the result of either faulty installation or un-intended use, the repair costs, and any other costs for a (temporary) replacement product will be invoiced to Client.

1.8 Smart-Ship will provide the Client with a detailed report, containing findings showing that the reported damages are the result of unintended use of the equipment, and an invoice of the costs incurred up to that moment. After this, Smart-Ship will present the Client with an estimate of the remaining costs required to restore the products to a fully functioning status. Smart-Ship will restore the damaged products only after receiving a formal approval from the Client. The remainder of the actual incurred costs will be invoiced after delivering the fully functioning product to the Client.

1.9 Client will be responsible for shipping (including any related costs) the de-installed products to Smart-Ship. The Client will carry the risks for any products it ships back to Smart-Ship until

the moment of delivery at the Smart-Ship offices. Smart-Ship ships its products always to the client ex-works.

1.10 If a malfunction or defect of the Products is caused by faulty installation or un-intended use, Smart-Ship will not be obligated to bear the cost of reparations or replacements.

1.11 Client has to prove to Smart-Ship that installation has been done according to the provided installation manuals and wiring schemes and that the Products have been used in accordance with the intended use. Prove of correct installation could be provided by performing a Test of Use after installation or to give Smart-Ship the right of inspection on-site or remotely.

1.12 Smart-Ship has the sole right to inspect and determine whether installation has been faulty or if there is a case of un-intended use.

1.13 Any damages arising after the expiration of the 24 months factory warranty will not be covered.

1.14 All warranties will void in the event Client alters the products or lets another party alter the products or perform service on these.

2. Software Support and Maintenance

2.1 Software service requests are placed and processed in the same way and timeframe as for hardware requests (see 1.2, 1.3 and 1.4).

2.2 Software related service will always be provided remotely, unless otherwise agreed upon by the Client and Smart-Ship. If needed, Client will be responsible for providing a stable connection with the location where the software is installed.

2.3 Smart-Ship always has a digital copy of the software that is installed at the Client – this serves both as a back-up as well as for any troubleshooting or service-related matters. With this digital copy Smart-Ship will determine whether the software issue is caused by the software licenses provided by Smart-Ship or any external systems. If the issue is caused by Smart-Ship software, Smart-Ship will propose an adequate and prompt plan of action to resolve the issue.

2.4 In case the software issue is determined to be caused by an external system, the costs incurred during the inspection period will be invoiced to the Client. Any software issues that are caused by external systems (or changes to these), can be resolved at the rates as stated under article 3.

2.5 Smart-Ship will provide the Client with a detailed report, containing findings showing that the reported issues are the result of systems other than Smart-Ship software. After this, the Service Provider will present the Client with an estimate of the remaining costs required to update or fix the software to a fully functioning status. Service Provider will start its activities only after receiving a formal approval from the Client. The remainder of the actual incurred costs will be invoiced after delivering the fully functioning software to the Client.

2.6 Smart-Ship will specifically not be liable for any damages that occur between the moment the malfunctioning to the Software arises, and the time Smart-Ship is informed of the defect or malfunction. If Client wishes to continue operations with the malfunctioning software, Smart-Ship is not liable for any damages that arise because of this.

3. Billing and Payment

3.1 Below you find the table with hourly service fees, for both software and hardware services

3.2 The fees do not apply when the issue is deemed to be within warranty.

3.3 The below figures include minor replacement parts or products.

3.4 The costs for (temporary) replacement products are calculated at 2.5% of the initial cost per day, for as long as the products remain the property of Smart-Ship. These costs which will be invoiced on a weekly basis and due within 14 days.

3.5 If Smart-Ship and Client agree to immediately replace the product with a permanent replacement, a separate price will be determined.

3.6 Smart-Ship will, on request, provide Client with a detailed (cost) breakdown of the performed activities and used materials.

3.7 The mentioned hardware service and software support fees will not be invoiced to the Client in the event it is deemed within warranty. Any costs of service and repairs after the expiration of the factory warranty of 24 months will be invoiced separately.

3.8 Invoices will be sent on a monthly basis and will be payable within 30 days, unless stated otherwise.

3.9 Smart-Ship has the right to review the hourly rate and day rate for the replacement products on a yearly basis, after the first 2 years of this agreement. The Client will be notified about any price level changes at least 45 days before the commencement of a new 12-month period.

Component	Fee	Unit
Basic Service Fee Engineer	€98	per hour
Basic Service Fee Software/Specialist	€145	per hour
Basic Service Fee Internal	€65	per hour
Travel in NL	€0.89 + base rate	per km per hour
Overtime Service	1.25x base rate	per hour
Saturday/Night Service	1.5x base rate	per hour
Sunday Service	2x base rate	per hour
Remote Support (min. 0.5h)	1x base rate	per hour
International Surcharge	1.25x base rate	-