

# GENERAL SERVICE TERMS AND CONDITIONS

## 1. Definitions

These General Service Terms and Conditions ("Service Terms") govern the provision of hardware maintenance and support services by Chip ICT B.V., hereinafter referred to as "Chip ICT." Hardware repairs under these Service Terms are performed by bluechip Computer AG, the manufacturer of the hardware, on behalf of Chip ICT. The term "Customer" refers to the purchasing party as identified in the corresponding invoice, service contract, sales agreement, or order documentation.

## 2. Scope and validity

2.1 These Service Terms apply exclusively to:

- Chip ICT branded hardware systems,
- Chip ICT solutions,
- Hardware systems manufactured by bluechip Computer AG and supplied through Chip ICT.

2.2 Third-party, non-bluechip systems or components are not covered under these Service Terms. Support requests relating to such products must be directed to the respective manufacturer.

2.3 Software support, OS configuration, application support, and integration services are not included, unless expressly agreed in writing under a separate service or professional services agreement.

## 3. Service Term

3.1 Service coverage begins on the date of hardware delivery.

3.2 Standard service duration may be extended up to five (5) years from delivery if purchased before expiration of the initial period.

3.3 Systems reported as Dead on Arrival (DOA) within 30 days of delivery are handled under the Sales Warranty, not under these Service Terms.

## 4. Service Model — Return-to-Base (RTB)

4.1 In the event of a hardware defect, Chip ICT shall issue:

- a Return Material Authorization (RMA) number, and
- a prepaid shipping label for return shipment to the designated repair facility.

4.2 The designated repair facility is:

**bluechip Computer AG**  
Serviceabteilung  
Geschwister-Scholl-Str. 11a  
04610 Meuselwitz  
Germany

4.3 The Customer is responsible for:

- Proper and secure packaging of hardware during return shipment,
- Removing confidential or proprietary data prior to shipment,
- Retaining system accessories not required for repair (e.g., cables, peripherals).

4.4 Risk of transportation is transferred to Chip ICT only when the unit is handed over to the carrier using the prepaid shipping label provided by Chip ICT.

## 5. Support Request Procedure

5.1 Before submitting a service request, the Customer shall:

- Consult supplied documentation and diagnostic tools
- Check logs, indicators, component seating, and cabling

5.2 When contacting Chip ICT Support, the Customer must provide:

- System serial number,
- Contact name, phone, and email,
- Description of fault, sequence of events, and troubleshooting already performed,
- Operating system version and firmware version (if relevant).

5.3 Chip ICT support personnel may request the Customer to perform diagnostic steps. The Customer agrees to reasonably cooperate.

## 6. Covered Components

6.1 These Service Terms cover internal hardware components integral to the system as shipped.

6.2 The following items are not covered under standard service:

- Monitors, printers, scanners, external peripherals
- Batteries, rechargeable packs, consumables, fans subject to natural wear
- Accessories, aftermarket modifications, or customer-added hardware

6.3 bluechip Computer AG may use new or manufacturer-refurbished components for replacement.

Replaced defective components become the property of Chip ICT.

## 7. Exclusions from Service Coverage

Service does not cover defects caused by:

- Misuse, improper installation, or operation outside specified environmental conditions
- Power surges, lightning strikes, liquid damage, accidental damage, fire, or flood
- Alterations or repairs by unauthorized persons
- Removal, alteration, or defacement of serial numbers
- Use of unsupported firmware, drivers, OS images, or hardware not approved by Chip ICT
- Virus, malware, or cybersecurity incidents
- Customer failure to maintain adequate ventilation or cooling
- Customer failure to maintain daily backups

If diagnosis reveals that no hardware fault exists, Chip ICT may invoice the Customer for diagnostic work at standard service rates.

## 8. Customer Responsibilities

The Customer shall:

- Ensure safe physical access to the system when requested,
- Maintain electrical and environmental conditions in accordance with product specifications,
- Perform daily machine-readable data backups, and
- Remove confidential information prior to return shipment.

Chip ICT is not responsible for loss of data or software under any circumstances, except as described in Section 10 of the Sales Terms (gross negligence standard).

## 9. Turnaround Time

9.1 The standard repair process commences upon receipt of the defective unit at bluechip Computer AG.

9.2 Repair turnaround times are best-effort estimates and are not guaranteed.

9.3 If repair is not economically or technically feasible, a system of comparable or superior specification will be provided.

## 10. Warranty Execution

10.1 Repair or replacement of defective hardware is the exclusive remedy under these Service Terms.

10.2 No additional guarantees or performance assurances are provided unless expressly agreed in writing.

10.3 Replacement does not extend or restart the original service term.

## 11. Compensation and Additional Charges

11.1 Service is prepaid at the time of product purchase.

11.2 Service work outside the scope of these terms (including software or configuration support) will be invoiced separately at standard rates.

11.3 Chip ICT may charge for:

- Damage due to Customer fault,
- Missing return of defective components,
- Packaging required due to inadequate return packaging by the Customer.
- Repairs and replacements outside the scope of the service terms

## 12. Liability

Liability is governed by the General Sales Terms and Conditions, Section 10. In summary:

- Chip ICT is liable only for direct damages caused by breach of essential obligations.
- Liability for indirect or consequential damages is excluded.
- Liability for data loss applies only in cases of gross negligence, and only if the Customer has complied with daily backup requirements.

## 13. Governing Law and Jurisdiction

These Service Terms shall be governed exclusively by the laws of the Netherlands.

The courts of the Netherlands shall have exclusive jurisdiction over any disputes.