

## **HAWAII ENGINEERING SERVICES, INC. (HES) REPAIR WARRANTY**

1. Hawaii Engineering Services, Inc. (HES) will service your product for the charges shown on the associated Quote(s) plus any applicable tax(es).
2. If service is needed due to failure of parts that are not original to the product or due to damage caused by abuse, misuse or any external cause, HES reserves the right to withhold servicing, and may hold you responsible for any indicated diagnostic fees or travel costs incurred. HES will not be responsible for any damage to the product that occurs during the repair process that is a result of any unauthorized modifications or repairs or replacements not performed by HES. If damage results, HES will seek your authorization for any additional costs for completing service even if the product is covered by warranty or a preexisting third party service plan.
3. If service requires labor and/or parts not specified on the associated Quote(s), HES may seek your approval of a revised estimate. If you do not agree that HES may revise the charges, HES may return your product and hold you responsible for any indicated diagnostic fee or travel costs incurred.
4. HES warrants for a period of ninety (90) days from the date of service (1) that service will be performed in a competent and workmanlike manner and (2) that all parts used to service your product will be free from defects in materials and workmanship, unless otherwise specified by HES. The foregoing warranty is an express limited warranty and in the event of breach, HES will either (i) re-perform the service, (ii) repair or replace the part, or (iii) refund the cost of the service provided. THIS WARRANTY AND ASSOCIATED REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. HES SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF HES CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES, THEN ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THE EXPRESS LIMITED WARRANTY.
6. HES AND ITS AFFILIATES, SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SERVICES PROVIDED OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH YOUR PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY HES UNDER THESE TERMS AND CONDITIONS.
7. If service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software license, and you authorize HES to transfer the information and accept such terms on your behalf in performing the service.
8. These Terms & Conditions are governed by the laws of the State of Hawaii (without giving effect to its conflict of law provisions).
9. These Terms & Conditions, along with any applicable manufacturer's warranties, are the only ones that govern HES's service of your product.