

Content and scope of the limited warranty of LANCOM Systems GmbH for products purchased from specialist resellers

LANCOM Systems GmbH (hereinafter: LANCOM) optionally grants a free manufacturer's limited warranty on LANCOM hardware products purchased through listed specialist resellers (www.lancom-systems.com/how-to-buy) as of December 01, 2017. This is in addition to their statutory warranty rights and is subject to the following conditions:

1. Content of the free limited warranty

- a) The limited warranty applies only if the LANCOM hardware products were purchased within the European Union.
- b) The limited warranty applies only to defects in the materials or in the manufacturing of LANCOM hardware products.
- c) The limited warranty applies only for the first commercial user after purchase from the reseller.
- d) The rights under the limited warranty cannot be assigned.
- e) The warranty services are only fulfilled if the claim is made in accordance with the terms of this limited warranty and the conditions for returning the warranty products are met.

2. Warranty services subject to charge

- a) LANCOM offers additional charged warranty services, which are listed on the LANCOM website at www.lancom-systems.com/warranty-options.

3. Warranty services

- a) The limited warranty is provided in the form that defective parts or products, at the discretion of LANCOM, are replaced or repaired free of charge by a functionally equivalent or higher quality part, which may also be a reconditioned used part.
- b) As an alternative to the services specified in a), LANCOM reserves the right to exchange the entire device for an equivalent replacement device with a comparable or greater range of functions instead of the defective part. The replacement device may also be a reconditioned used item.
- c) In any case, LANCOM alone shall decide at its own discretion on the remedy of the defect.
- d) The costs for materials and labor will be borne by LANCOM, however not the costs for shipping from the purchaser to the service workshop and/or to LANCOM.
- e) Replaced parts or devices become the property of LANCOM. The new parts or devices or replacement parts/replacement devices shall become the property of the purchaser.
- f) LANCOM is entitled, but not obliged, to carry out technical changes (e.g. firmware updates) in order to adapt the device to the current state of the art without prior notice. In the event that LANCOM makes use of this option, the purchaser bears no additional costs.

4. Warranty period

- a) The length of the guarantee depends on the type of device and the warranty period that was valid at the time of purchase.
The warranty period can be viewed in the product description accessible on the Internet at www.lancom-systems.com.
- b) The warranty period begins with the day of delivery of the device by the listed specialist reseller.
- c) Warranty work performed by LANCOM causes neither an extension of the warranty period nor does it start a new warranty period afresh.
- d) The warranty period for the repaired or replaced parts or devices ends with the warranty period for the original device.

5. Territorial scope

- a) The limited warranty is valid within the European Union.
- b) Defects that occur in LANCOM hardware products outside the territorial scope of the limited warranty are not covered by the limited warranty.
- c) The limited warranty expires as soon as the LANCOM hardware product is shipped outside the borders of the European Union.
- d) A warranty claim can in any case only be made by stating a return address located in the European Union.

6. Exclusions from the limited warranty

- a) Excluded parts
 - (1) The limited warranty does not apply to wear parts such as (rechargeable) batteries, unless they have been installed by LANCOM itself prior to initial delivery.
 - (2) Manuals and any supplied software including firmware are excluded from the warranty.
- b) Excluded damages
The limited warranty does not apply if the fault is due to overvoltage damage, water damage or mechanical damage to the device.
 - (1) Overvoltage damage is not always visible. It is suspected, for example, when traces of metal vapor on the printed circuit board are caused by an electric arc or when holes in the components indicate a high-energy discharge.
 - (2) Water damage is suspected if the circuit board shows signs of corrosion, limescale or other residues (e.g. from soft drinks or other liquids).
 - (3) Mechanical damage is suspected if circuit boards, components or the housing are broken or externally damaged, without the purchaser having complained of the mechanical damage in writing to LANCOM or the specialist reseller immediately after receipt of the goods.
 - (4) The purchaser reserves the right to prove a different cause of damage.

c) Other exclusion factors

(1) There is no entitlement to the limited warranty

- (a) if the sticker with the serial number has been removed from the device, changed or made unrecognizable;
- (b) if the warranty claim was not reported in accordance with clause 6.a) or transport damage was not reported in accordance with clause 6.c);
- (c) for transport damage incurred during transport to LANCOM through no fault of LANCOM;
- (d) for transport damage caused during transport from the specialist reseller to the purchaser;
- (e) for other accidental damage;
- (f) if the device was damaged or destroyed through the influence of force majeure or through environmental impacts (moisture, electric shock, dust, etc.);
- (g) if the device was stored or operated under conditions outside of the technical specifications;
- (h) if the damages arose through improper handling – in particular through non-compliance with the system description and the operating instructions;
- (i) if the device was opened, repaired or modified by persons not authorized by LANCOM for this purpose;
- (j) if the cause of the reported malfunction of the device arose from faulty hardware or software from other manufacturers or by faulty installation or operation;
- (k) for damage resulting from normal wear and tear;
- (l) if the device was purchased second hand;
- (m) if the device was purchased by a system manufacturer as a component integrated into a system.

(2) In the cases referred to in the previous paragraph under (d) to (k), the purchaser shall reserve the right to prove that the alleged damage had a different cause.

d) Reimbursement of expenses

(1) LANCOM reserves the right to charge incurred processing and transport costs to the purchaser claiming warranty services even though these are clearly excluded under the above conditions and/or if the description of the defect was misleading or unsuitable and LANCOM incurred unnecessary additional costs as a result.

(2) In addition, LANCOM shall be entitled to the customary remuneration (e.g. for labor, transport and parts as well as any necessary new installations of software) for services provided in connection with the rectification of defects or damage attributable to one of the aforementioned grounds for exclusion.

7. Processing

a) Reporting obligations

(1) If defects in the device appear within the warranty period, limited warranty claims are to be immediately asserted with our Support, but no later than within 7 days of the occurrence or knowledge of the defect (more information regarding availability of our Support at www.lancom-systems.com); in doing so, the emerging defect must be described by the purchaser.

(2) Our Support shall assign a processing number ("RMA") after notification of the warranty claims, which authorizes the purchaser to return the device. The return of a device without an RMA is not possible.

(3) The purchaser is obliged to send the device to LANCOM within 5 working days after receipt of the RMA.

(4) The purchaser is obliged to properly frank the shipment and to bear all other costs connected with the transport.

(5) The purchaser is obliged to provide a return address located within the European Union and to take receipt of the repaired or exchanged device there.

(6) LANCOM can refuse to issue an RMA if the purchaser's description of the malfunction does not indicate the existence of a warranty claim.

(7) In addition, LANCOM will refuse to provide the warranty service irrespective of the assignment of an RMA if, after receipt of the device, LANCOM establishes the existence of one of the grounds for exclusion referred to in Section 5 and the purchaser has not provided admissible proof to the contrary.

b) Transport obligations

(1) The purchaser must securely package the device for transport before shipping it to LANCOM; the original sales packaging alone is generally not sufficient for this purpose.

(2) The RMA communicated by LANCOM shall be clearly applied to the outside of the transport packaging.

(3) Warranty claims will only then be processed if a copy of the original invoice is sent with the device. The original invoice is to be submitted to LANCOM upon request.

(4) Transport to LANCOM shall occur at the risk and cost of the purchaser.

(5) Shipments marked "Freight collect", "Fees paid by recipient" or similar will not be accepted.

c) Obligations when receiving a LANCOM hardware product after claiming the warranty service

(1) If shipping damages that are outwardly visible should occur during the return transport from LANCOM to the purchaser, this damage must be immediately reported in writing to the company commissioned with the transport and to LANCOM.

(2) Damages not outwardly visible must be reported in writing to the transport company and to LANCOM immediately after discovery, but no later than within three days after delivery.

8. Data backup and disclaimer for data loss

a) The purchaser shall be responsible for regularly securing the software and/or data installed or saved by him on the device, and the configuration of the device in particular, if possible for the last time immediately prior to shipping to LANCOM.

b) LANCOM is authorized to delete the configuration of the device sent in by the purchaser and/or to return this device or a replacement device with another version of the firmware.

c) LANCOM accepts no liability for damage resulting from data loss as a result of a device replacement, the use of a different version of the firmware or other services under warranty. The purchaser has no claim to the restoration of his hardware or software configuration.

9. Cut-off period

- a) Up to the last day of the guarantee period, claims under the limited warranty are asserted by means of a report in accordance with 6. a) (1) to LANCOM Support.
- b) After expiry of the warranty period, the assertion of the claim under the limited warranty is irrevocably excluded and forfeited.
- c) Claims arising from the limited warranty are also excluded if, despite the notification of warranty claims within the warranty period, the notified device is not received by LANCOM within 14 days of the end of the warranty period.
- d) The previous paragraph c) does not apply if the delayed receipt was caused by LANCOM.

10. Continuation of warranty claims

The purchaser's national statutory warranty rights vis-à-vis the seller shall not be affected by this limited warranty. This warranty is supplementary.

11. Limitation of liability

- a) Within the scope of this warranty, LANCOM shall not be liable for loss of profit, other financial losses, e.g. due to downtimes, travel expenses, expenses for rental equipment, indirect damages, consequential damages or similar.
- b) Other legal claims for damages of the purchaser upon exercising or in connection with the provision of the warranty service from LANCOM shall only apply in the event of personal injury under product liability law or in cases of intent or gross negligence.

12. Force majeure

LANCOM shall not be liable for damages resulting from circumstances of force majeure (e.g. fire, flood, earthquake, strike, terror, war, social unrest, etc.) that hinder, impede or delay the performance of the warranty.

13. Jurisdiction and applicable law

- a) Place of jurisdiction is Aachen.
- b) German law shall apply, with exclusion of the provisions of the International Private Law and the CISG.

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