

Warranty Conditions

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§ 1 PREAMBLE

In addition to statutory warranty claims, LANCOM Systems GmbH (hereinafter: LANCOM), in accordance with the following conditions, provides a free limited manufacturer warranty for LANCOM hardware products purchased as of 1 October 2022.

§ 2 CONTENT OF THE FREE LIMITED WARRANTY

This limited warranty applies exclusively to material or processing defects of LANCOM hardware products.

1. This limited warranty may only be claimed by the first commercial user after the initial purchase (buyer) or, if outside of the EU, by the LANCOM partner making the initial purchase.
2. This limited warranty may only be claimed when making a purchase from a LANCOM partner or, if outside of the EU, from a LANCOM distributor.
3. The rights under this limited warranty may not be assigned.
4. Warranty services may only be provided for claims asserted in compliance with the conditions of the limited warranty and with the conditions of return for the product under warranty.

§ 3 FEE-BASED WARRANTY SERVICES

LANCOM offers additional fee-based warranty services and warranty extensions. These may be found on [LANCOM's website](#).

§ 4 WARRANTY SERVICES

1. This limited warranty is provided in form of free replacement or repairs of defective parts or products with, at LANCOM's discretion, functionally equivalent or higher-quality parts, which may also be refurbished used parts.
2. As an alternative to the services in § 4(1), LANCOM may replace a defective device with an equivalent device that includes a comparable or greater range of functions and may also be a refurbished device, or LANCOM may issue a credit note for the defective device.
3. In any case, the measures for remedying the defect will be chosen solely at LANCOM's discretion.

4. LANCOM will bear the costs of material and time expended at the repair shop, but not of shipment from the buyer to the repair shop and/or to LANCOM.
5. In the EU, LANCOM will return products under warranty on an Incoterms DDP basis and, outside of the EU, on an ex-works Germany (Aachen) basis if no voucher is used.
6. Replaced parts or devices will become the property of LANCOM. New and/or spare parts or devices will become the property of the buyer.
7. LANCOM may, but is not required to, make technical changes (e.g., firmware updates) without prior notice in addition to repairs or replacements to adjust the device to the state of the art. If LANCOM exercises this option, no additional costs will be charged to the buyer.

§ 5 WARRANTY PERIOD

1. The length of the warranty depends on the type of the device and may be found in the [product description](#) valid at the time of purchase.
2. The warranty period starts on the day on which the device is delivered by the LANCOM partner or distributor.
3. Warranty services provided by LANCOM do not extend the current warranty period or establish a new warranty.
4. The warranty period for repaired or replaced parts or devices ends upon the expiration of the warranty period for the original device.
5. Devices with Limited Lifetime Warranty (LLW) have a warranty period until their End of Life or of 10 years, whichever occurs first. The End of Life date is communicated on LANCOM's [website](#).

§ 6 EXCLUSION FROM LIMITED WARRANTY

1. Excluded parts:
 - a) Limited warranty does not cover wear parts, such as batteries, unless installed by LANCOM before the initial delivery.
 - b) Manuals and any included software, including firmware, are not covered by the limited warranty.

2. Excluded damage:

- a) This limited warranty does not cover errors caused by overvoltage, water or mechanical damage to the device.
- b) Overvoltage damage may not be visible, but will be assumed, e.g., in case of metal vapors on the board from an arc or if holes in components indicate high-voltage discharge.
- c) Water damage will be assumed in case of visible traces of corrosion on the board, limescale or other residue (e.g., of soft drinks or other liquids).
- d) Mechanical damage will be assumed in case of broken or externally damaged boards, components or casing that is not reported to LANCOM or the LANCOM partner by the buyer in text form immediately upon receipt of the goods.
- e) The buyer may prove other causes of damage.

3. Other reasons for exclusion

Furthermore, limited warranty claims do not apply if:

- a) The label (if present for the product type) with the serial number is removed from the device, modified or redacted.
- b) Warranty claims are not reported in accordance with § 7(1)(a) or for transport damage
 - i. not reported in accordance with § 7(3);
 - ii. caused during transport to, but without fault of, LANCOM;
 - iii. caused during transport from the LANCOM partner to the buyer;
 - iv. that represents other transport damage;
 - v. if the device is damaged or destroyed through force majeure or environmental effects (moisture, weather, lightning, electric shock, dust, etc.).
- c) The device is stored or operated under conditions other than those in the technical specifications.
- d) Damage is caused by improper use—especially non-compliance with the system description or manual.
- e) The device is opened, repaired or modified by persons not designated by LANCOM.
- f) The reported malfunction of the device is caused by defective hardware or software of other manufacturers or by incorrect installation or operation.
- g) Damage is caused by normal and customary wear. For devices with a Limited Lifetime Warranty, this does not apply to fans or power supply units, since these are covered for the warranty period.
- h) The device is purchased from a LANCOM partner or distributor in used condition.
- i) The device is purchased from a system manufacturer as an integrated system component.
- j) In case of (d) – (k) above, in which case the buyer must prove that the damage was caused otherwise.

4. Expenses

- a) LANCOM reserves the right to charge processing and transport expenses to the buyer if the buyer claims warranty services that are excluded under these conditions and/or if LANCOM incurs unnecessary additional costs because the buyer's report is misleading or unsuitable.
- b) Furthermore, LANCOM may claim a customary fee (e.g., for work, transport, parts and, if necessary, reinstalling software) for services performed nonetheless to remedy defects or damage caused by one the above reasons for exclusion.

§ 7 PROCESSING

1. Reporting obligations

- a) If a device exhibits a defect during the warranty period, limited warranty claims must be asserted against LANCOM immediately or, at the latest, within 7 days of the occurrence or learning of the defect. The defect must be described by the buyer.
- b) After receiving a defect report, LANCOM will issue a processing number (RMA) authorizing the buyer to return the device. The device may not be returned without RMA.
- c) The buyer must send the device back to LANCOM or a LANCOM distributor (or, if outside of the EU, LANCOM partner) within 5 days of receipt of RMA.
- d) The buyer must properly stamp the shipment and bear any costs related to the transport.
- e) The buyer must include a return address within the EU and receive the repaired or replaced device there.
- f) LANCOM may refuse to grant RMA if the report of the buyer does not indicate coverage under the warranty.
- g) Furthermore, irrespective of RMA, LANCOM will refuse performance of the warranty service if a reason for exclusion under Section 5 is discovered after receiving the device and the buyer fails to provide evidence to the contrary.

2. Transport obligations

- a) The buyer must properly package the device before shipment to LANCOM. The original sales packaging alone does not normally suffice.
- b) The RMA provided by LANCOM must visibly attached to the outside of the transport packaging.
- c) Warranty claims will only be processed if the device is sent back with a copy of the original receipt. If requested by LANCOM, the original receipt must be submitted.
- d) Transport to LANCOM or a distributor from a sender outside of the EU is performed at the risk and expense of the buyer.
- e) Shipments labeled “no postage necessary,” “postage paid by recipient” or similar are not accepted.
- f) Returns to a buyer outside of the EU are performed at the risk and expense of the buyer.

3. Obligations when receiving a LANCOM hardware product after claiming warranty services

- a) Externally visible transport damage caused during the return from LANCOM to the buyer must be reported to the shipping company and LANCOM in text form immediately.
- b) Damage that is not visible externally must be reported to the shipping company and LANCOM in text form immediately upon detection or, at the latest, within 3 days of delivery.

§ 8 BACKUPS AND EXCLUSION OF LIABILITY FOR DATA LOSS

1. Any software and/or data, especially device configurations, added to or stored on the device by the buyer must be backed up regularly and, if possible, finally before shipment to LANCOM and, if necessary, removed from the LANCOM Management Cloud (LMC) at the responsibility of the buyer.
2. LANCOM may delete the configuration of the device sent back by the buyer and/or return the device or replaced device with another firmware version.
3. LANCOM is not liable for damage caused by loss of data following the replacement of the device, installation of another firmware version or the performance of other warranty services. The buyer is not entitled to restoration of the buyer's hardware or software configuration.

§ 9 LIMITATION PERIOD

1. Limited warranty claims may be asserted until the last day of the warranty period by filing a report to LANCOM in accordance with § 7(1)(a)(1).
2. After the warranty period ends, limited warranty claims are excluded and expired.
3. Furthermore, limited warranty claims are excluded if the reported device is not received by LANCOM within 14 days of the end of the warranty period, even if a warranty claim is asserted in time.
4. The above provision does not apply if LANCOM is responsible for the late receipt.

§ 10 CONTINUED APPLICATION OF WARRANTY CLAIMS

National statutory warranty claims of the buyer against the seller are not impaired by this limited warranty. This limited warranty represents an additional warranty.

§ 11 LIABILITY LIMITATION

1. Under this warranty, LANCOM is not liable for lost profits or other financial loss caused by e.g., replacement, downtime, travel costs, costs of leased or rented devices, indirect damages, consequential damages or similar.
2. Other statutory damage claims of the buyer during or in relation to the performance of warranty services by LANCOM are only established in case of personal injury under the German Product Liability Act [Produkthaftungsgesetz (ProdHaftG)] or in case of intent or gross negligence.

§ 12 FORCE MAJEURE

When performing warranty services, LANCOM will not be liable for damages caused by impairment, prevention or delay of the services as a result of force majeure (e.g., fire, floods, earthquakes, strikes, terrorism, war, social unrest, etc.).

§ 13 PLACE OF JURISDICTION AND APPLICABLE LAW

1. The place of jurisdiction is Aachen, Germany.
2. German law applies under exclusion of international conflict of law provisions and the CISG.