

May 30th, 2022

# **Datwyler IT Infra Worldwide Warranty**

## **I WARRANTY COVERAGE**

1.1 Datwyler IT Infra AG's and its subsidiaries' worldwide warranty obligations are limited to the terms set forth below:

### **A. Products**

1.2 Datwyler IT Infra AG and its subsidiaries ("Datwyler IT Infra") warrant its products, components and parts ("products") against defects in materials, form, fit or function, determined by Datwyler IT Infra to be defective, under normal use for a period of THREE (3) YEARS from the date of purchase ("warranty period").

1.3 If a defect arises and a valid claim is received within the warranty period, at its option, Datwyler IT Infra will either (1) repair the defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a new or at least functionally equivalent item, or (3) refund the purchase price of the product.

1.4 The warranty shall not be limited to the original purchaser.

1.5 Notwithstanding the foregoing, products purchased prior to June 1, 2022 are not covered by this warranty, however, legacy warranties by Datwyler IT Infra will be applicable for this products.

### **B. Passive Network**

1.6 Datwyler IT Infra will (1) repair or (2) exchange at its option any component or part of a structured cabling installation ("Passive Network") as part of a system warranty if the requirements for system warranty are met and the respective installation is registered at Datwyler IT Infra. The warranty will be effective for TWENTYFIVE (25) years on system performance and FIVE (5) years on products.

### **C. Services**

1.7 Datwyler IT Infra's customers shall inspect the services performed by Datwyler IT Infra or a service partner recognized and authorized by Datwyler IT Infra after acceptance or receipt and notify Datwyler IT Infra of any obvious or immediately recognizable defect without delay within SEVEN (7) calendar days, in writing or verbally on site. If there is a non-essential defect, the customer shall not be entitled to refuse acceptance.

## II. EXCLUSIONS AND LIMITATIONS

2.1 This warranty does not apply to:

- (a) damage caused by use with non-Datwyler IT Infra products;
- (b) damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;
- (c) damage caused by operating the product outside the permitted or intended uses described by Datwyler IT Infra;
- (d) a product that has been modified to significantly alter functionality or capability without the written permission of Datwyler IT Infra;
- (e) normal wear or cosmetic damage, such as scratches, dents, hollows, corrosion, impressions, and abrasions of products;
- (f) defects caused by careless and poor handling;
- (g) damage caused by incorrect care, negligence (for example, insufficient maintenance);
- (h) wearing parts such as batteries; unless the damage is caused by a material or manufacturing defect;
- (i) damage caused by maintenance measures carried out by a party other than Datwyler IT Infra or a service partner recognized and authorized by Datwyler IT Infra;
- (j) damage caused by a lack of fair and reasonable maintenance measures carried out during the duration of the warranty period;
- (k) products bought second-hand;
- (l) defects due to normal wear or to another normal and reasonable aging of the product.

2.2 Any further liability for damages of any kind and for any legal reason whatsoever is excluded to the extent permitted by law, in particular liability for indirect and consequential damages, unforeseeable damages and pure financial losses (e.g., loss of sales, loss of profit, loss of savings, recourse claims, etc.).

2.3 Datwyler IT Infra does not provide any warranty for software which is not labelled by Datwyler IT Infra, even when packed or delivered together with products. For customer rights with regard to 3rd party software, see the license agreement of the respective software.

### **III. CUSTOMER PROTECTION LAWS**

3.1 Datwyler IT Infra's customers shall have the rights according to the national legislation. The warranty shall not limit these customer's rights under the valid national legislation, nor the rights based on purchase agreements or sales contracts with respect to the seller.

### **IV. OBTAINING WARRANTY SERVICE**

- 4.1 Should a product be replaced, or the agreed price of the product be refunded to a Datwyler IT Infra's customer, the ownership of the replacement product shall be transferred to the customer, and the ownership of the replaced or returned product shall be transferred to Datwyler IT Infra.
- 4.2 Datwyler IT Infra shall grant the replaced product or the repaired product a warranty which corresponds to the remaining period of warranty of the original product.
- 4.3 Utilizing and applying the warranty may require Datwyler IT Infra's customer to answer questions by means of which Datwyler IT Infra will attempt to identify possible problems or defects relating to the product.

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