

WARRANTY CONDITIONS of METEL s.r.o.

1. For the purposes of these Warranty Conditions, the following terms have the following meanings:

1.1. The Supplier:

METEL s.r.o.

Žižkův Kopec 617, 552 03 Česká Skalice, The Czech Republic

The Supplier is registered in the company register kept by the Regional Court in Hradec Králové, Section C, Inset 18304.

Company Number: 25974289

VAT Reg. Number: CZ25974289

(hereinafter referred to as "the Supplier")

Contact Details

Phone number: 00420 491 453 352

E-mail addresses

Inquiry metel(@)metel.eu

Orders order(@)metel.eu

Technical support info(@)metel.eu

The account number for non-cash payments:

191616296/0300 ČSOB

1.2. The Purchaser

A. The Purchaser is a natural or legal person purchasing the Goods from the Supplier.

B. The Purchaser is a natural or legal person involved in designing and installing the Goods from the Supplier.

1.3. The Goods

The term "the Goods" means hardware and software delivered to the Purchaser by the Supplier.

2. General Provisions

2.1. The **WARRANTY CONDITIONS** is a document regulating the basic warranty conditions and rules for complaints about the Goods delivered by the Supplier. This document also specifies the relations and rules for warranty and post-warranty repairs of the Goods.

2.2. The **WARRANTY CONDITIONS** of the Supplier is a document governed by the law of the Czech Republic.

2.3. The **WARRANTY CONDITIONS** is a document binding for all business transactions between the Supplier and the Purchaser unless otherwise contractually agreed. Different warranty conditions must be agreed upon between the contracting parties in written form.

3. Warranty Conditions

3.1. The Purchaser is obliged to inspect the Goods immediately after their delivery. In the case

of any faults or defects, the Purchaser shall immediately notify the Supplier in written form. In the case of visible defects, the Purchaser is obliged to make detailed photographic documentation proving the existence of the defect that shall be made available for the Supplier together with the written complaint about the defect. The Supplier may notify the Purchaser that the photographic documentation is not necessary.

3.2. The warranty applies to material defects, functional defects, production defects, and assembly or hardware/software installation or faults made by the Supplier's employees.

3.3. If a delivery service or another carrier is used, the complaints about the Goods damaged during transportation are governed by the carrier's transportation rules.

3.4. Hardware warranty does not cover faults and defects caused by mistakes during connection or due to overvoltage.

3.5. If the Goods are software, the warranty exclusively applies to the physical legibility of the data media. If the data medium is unwrapped, the Purchaser becomes an authorized user of the software, accedes to the license agreement and agrees with its full compliance. For digital content, the Supplier's license agreement is accepted by its downloading.

3.6. Supplier's warranty also expires in the following cases:

- a) losing the respective invoice or other documents that would prove when the Purchaser bought the Goods from the Supplier,
- b) damaging the warranty seals and stickers,
- c) damaging the Goods mechanically,
- d) damaging the Goods during transportation – these damages will be handled directly with the carrier,
- e) using the Goods in such conditions as temperature, dustiness, humidity, chemical or mechanical influences that do not correspond to the conditions recommended by the Supplier,
- f) unprofessional installation, manipulation, or operation inconsistent with the Installation Instructions and with the recommended Operating Conditions (see the respective Catalogue Sheet),
- g) damaging of the Goods due to excessive use against the specified conditions in the respective documentation or general principles,
- i) damage of the Goods by natural disaster.

3.7. The Supplier is not responsible for the defects of which the Purchaser was notified at the time of agreement of the contract and of which the Purchaser must have known, or taking into account the circumstances under which the contract was agreed.

4. Complaints Procedure

4.1. Complaints are to be lodged at the Supplier's premises or at an authorized distributor who provides the transport of the claimed Goods to the Supplier.

4.2. When lodging a complaint about the Goods, the Purchaser is obliged to:

- a) Fill in the RMA form at www.metel.eu, including an understandable description of the defect. The goods handed over to the claims department will be tested only for the defect specified by the Purchaser. After completing the form the Purchaser will be automatically sent an e-mail copy of the RMA form with a claim number assigned.
- b) Supply of Goods, including a printed copy of the RMA form and a document proving the

eligibility of the claim, for example an invoice, delivery note or other document proving that the Purchaser has purchased the Goods.

The delivery address for complaints is:

METEL s.r.o., Žižkův kopec 617, 55203 Česká Skalice, THE CZECH REPUBLIC

4.3. If the Purchaser sends the claimed Goods using a delivery service, the parcel should be labeled with a clear visible sign "REKLAMACE" (= COMPLAINT). This is necessary for the quick identification of the parcel.

4.4. If the Purchaser fails to deliver the Goods according to the Complaints Procedure, section 4.2; the Supplier reserves the right to refuse the complaint. In this case, the Goods will be returned back to the Purchaser via delivery service at Purchaser's expense and risk. If the parcel is not labeled in accordance with the Complaints Procedure, section 4.3; the Purchaser is potentially at risk of delay in the complaint settlement.

4.5. The claimed Goods will not be accepted if sent by the Purchaser at the Supplier's expense and risk. The Purchaser bears the risk of damage during transportation of Goods.

4.6. When settling the complaint, only specifications of defects provided by the Purchaser will be taken into account. If the specifications are insufficient, obscure or misleading, and the Purchaser does not specify the defect even after Supplier's notice, the Supplier is entitled to charge a technicians fee for work to the Purchaser.

4.7. If the complaint is justified, the Supplier will repair the defect or replace the faulty part or the faulty Goods with undamaged ones of the same or better technical parameters fully compatible with the original Goods. The method of solving the complaint is at the Supplier's discretion. If the Supplier discovers that the complaint is justified and the Goods defect is unrepairable, the Purchaser has the right to choose among the delivery of the new Goods, providing a reasonable discount on the purchase price or a refund of the full purchase price of the Goods.

4.8. In exceptional cases, if Supplier's capacities permit, the Supplier can lend the Purchaser a replacement Goods for the period of the repair (with a deposit).

4.9. After the Goods are repaired or replaced, the Supplier invites the Purchaser to pick up the Goods, or will send the Goods via common delivery service to the Purchaser at the Supplier's expense (justified complaints only).

5. Warranty Period

5.1. The following warranty periods apply to the Goods for which the Supplier is also the manufacturer (that must be evident from a label or documents that came with the product).

Warranty period	The Supplier's Goods
24 months	All the Goods delivered within the custom production – on the basis of the Contract for Work
36 months	The Goods from production line* made by the Supplier that are not covered by 60 month warranty * The Goods from production line = The Goods listed in the price list available on the website www.metel.eu
60 months	Industrial Switches Media Converters PLCs IO Modules Chargers and Other Active Devices of the LAN-RING & IPLOG System LAN Overvoltage Protections SFP Modules Fibre Optic Converters
LIMITED LIFETIME WARRANTY (LLW) 60 months from the end of production of the given production version.	List of types of Goods with LLW WARRANTY: - Industrial Switches - PLC - IO Modules Definition of the change of the production version: The production version of Goods is changing on the day when a newer printed circuit board version has begun to be used. These dates are available at www.metel.eu. This warranty may only be required by the Purchaser if the following conditions are met: 1. The Purchaser requesting LLW on the Goods had, at the time of purchase, a valid CERTIFICATE from training focused on DESIGNING, INSTALLATION AND SERVICE of the claimed equipment. 2. The Complaint Report has been filled out at www.metel.eu. 3. Claimed Goods were manufactured after May 25, 2018. 4. The Purchaser has fulfilled all obligations arising under clause 4.2 of these Warranty Conditions.

5.2. The warranty period for the Goods not manufactured by the Supplier is the same as the warranty period of the manufacturer.

5.3. The warranty period begins on the date of the invoice and is extended by the duration for which the Goods were under the warranty repair.

5.4. In the event of the Goods replacement, the warranty period is extended by the duration of the related complaints procedure. When replacing the Goods, the Supplier does not provide a new warranty period, as specified above.

5.5. The warranty does not apply to non-functioning of the Goods caused by the Purchaser's or third party's intervention of the Goods, or by failure to observe the instructions given in the Installation

manual.

5.6. In the event of an unjustified complaint, the Supplier may charge the Purchaser all expenses related to the complaints procedure – the cost of the defect detection, testing and transportation of the Goods to the Purchaser. The Supplier is entitled to charge the Purchaser the costs of repairs after the notification of the complaint's findings to the Purchaser and a mutual agreement on the repair of the Goods. In this case, the supplier may also send the Goods back to the Purchaser by C.O.D. or after the payment of the respective invoice.

6. Post-warranty Repairs

6.1. Along with the defective Goods, the Purchaser is obliged to submit the respective order and a description of the defect as required for the complaints procedure described above.

6.2. The Purchaser shall deliver the Goods for repair at its own expense and risk to the Supplier's address.

6.3. After the Goods are repaired, the Supplier invites the Purchaser to collect the Goods, or by prior arrangement the Goods may be sent via a common delivery service to the Purchaser at the Purchaser's own expense and risk.

7. Price list of Repairs

7.1. All warranty repairs based on justified complaints are free of charge.

7.2. All post-warranty repairs are charged as follows: 300 – 1000 CZK per hour depending on the type of the Goods and the cost of the material and delivery. The Supplier shall notify the Purchaser of the anticipated cost of the repair before starting the repair. The Purchaser is obliged to agree with the anticipated cost or to inform without delay that the Purchaser is not interested in the repair.

8. Final Provisions

8.1. These **WARRANTY CONDITIONS** are valid from 1st February 2019.

8.2. The Supplier reserves the right to amend them without prior notification.