

# General Warranty Conditions

LANCOM Systems GmbH (hereinafter: LANCOM) grants the first purchasers of LANCOM products, who have purchased these products in Germany or in Austria (hereinafter: Purchasers), at their option, a warranty subject to the following terms and conditions, in addition to the statutory warranty claims they are entitled to:

## 1. Scope of warranty

- a) The warranty will be performed in the form that parts, which have demonstrably become defective in spite of proper handling and compliance with the instruction manual due to fabrication and/or material defects, will be exchanged or repaired free of charge, at the option of LANCOM. In the alternative, LANCOM reserves the right to substitute the defective device with a replacement device with a comparable or broader functional range. Manuals and software potentially delivered therewith including firmware are excluded from the warranty.
- b) 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.
- c) Replaced parts become the property of LANCOM.
- d) LANCOM is authorized to undertake technical changes beyond repair and exchange (e.g. firmware updates), in order to adapt the device to the current state of the art. No additional costs will accrue to the Purchaser in doing so. No legal claim thereto exists.

## 2. Warranty period

LANCOM Systems provides a manufacturer warranty on all of its products.

The warranty period varies for different product groups:

2 years for all LANCOM unmanaged switches and LANCOM AirLancer accessories

3 years for all LANCOM routers, gateways and access points

5 years for all LANCOM managed and smart switches

In addition to this, all LANCOM routers, gateways and access points are eligible for the LANCOM 2-year Warranty Extension and the LANCOM Next Business Day Service Extension.

The warranty period begins with the day of delivery of the device by the specialty retailer. Warranty work performed by LANCOM causes neither an extension of the warranty period nor does it start a new warranty period afresh. The warranty period for integrated replacement parts or replacement devices ends with the warranty period of the original device.

## 3. Processing

- a) If defects in the device appear within the warranty period, warranty claims are to be immediately asserted with our Support, but no later than within 7 days (more information regarding availability of our Support at [www.lancom.de](http://www.lancom.de)); in doing so, the emerging defect must be described by the Purchaser. 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. LANCOM can reject the issuance of a RMA if the Purchaser's description of the malfunction yields no indication of the existence of a warranty claim.
- b) The Purchaser must securely package the device for transport before shipping to LANCOM; the original sales packaging alone is normally not sufficient for this purpose. The RMA conveyed by LANCOM must be applied to the exterior transport packaging so that it is clearly visible. Warranty claims will only then be processed if a copy of the original invoice is remitted with the device. The original invoice is to be submitted to LANCOM upon request.
- c) Transport to LANCOM shall occur at the risk and cost of the Purchaser. If shipping damages that are outwardly visible occur during return transport from LANCOM to the Purchaser, they must be immediately reported to the company commissioned with the transport and to LANCOM. 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. LANCOM assumes no liability for transport damages that arise within the framework of the initial delivery of LANCOM products by the specialist shop.

## 4. Data link

The Purchaser shall be responsible to secure softer and/or data installed or saved by him on the device, in particular the configuration of the device. 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. LANCOM assumes no liability for damages that arise through data loss, through a device exchange or through the installation of another version of the firmware within the scope of warranty processing. The Purchaser has no claim to the restoration of his hardware or software configuration.

## 5. Exclusion of the warranty

In particular, a warranty claim of any kind is excluded,

- if the sticker with the serial number has been removed from the device,
- if the device was damaged through the influence of force majeure or through environmental impacts (moisture, electric shock, dust, etc.) or destroyed,
- if the device was stored or operated under conditions outside of the technical specifications,
- if the damages arose through improper handling - in particular through non-compliance with the system description and the operating manual,
- if the device was opened, repaired or modified by persons not authorized by LANCOM for this purpose,
- if the device exhibits mechanical damages of any type,
- if the warranty claim has not been reported in accordance with clause 3.a) or transport damages were not indicated in accordance with clause 3.c).

## **6. Operating error**

If it emerges that the reported malfunction of the device was obviously caused through faulty third-party hardware, software, installation or operation, or if the Purchaser's description of the defect emerges as obviously misleading, LANCOM reserves the right to charge the Purchaser for the incurred test expenses.

## **7. Supplementary provisions**

- a) Further claims, in particular those based on damages (reimbursement of lost profits, collateral or consequential damages, etc.), rescission or abatement, are not substantiated by this warranty. Statutory claims, e.g. for personal injuries or damages to privately used items in accordance with the German Product Liability Act or in cases of deliberate act or gross negligence, shall remain unaffected.
- b) The warranty is granted solely to the initial purchaser and is not transferable.
- c) Venue is Aachen,
  - if the Purchaser is a merchant;
  - if the Purchaser has no place of general jurisdiction in the Federal Republic of Germany or he transfers his domicile or ordinary place of residency from the geographical limits of the Federal Republic of Germany after conclusion of the contract;
  - if the domicile or the ordinary place of residency of the Purchaser is not known at the time the complaint is lodged.
- d) The law of the Federal Republic of Germany shall apply to this warranty.

Würselen 01/01/2010



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