

Warranty Program for the R&Mfreenet Cabling System

General 5-year R&Mfreenet Product Warranty

20-year R&Mfreenet System Warranty

R&Mfreenet Lifetime Application Warranty

1 Definitions:

R&M

Reichle & De-Massari AG
Binzstrasse 31
CHE-8620 Wetzikon, Switzerland

R&Mfreenet Partners

R&M Agents
R&M Certified Distributors
R&M Certified Planners

- R&M Certified Designers or a higher instance trained by the R&M QPP.

R&M Certified Installers

- R&M Certified Copper Installers
(guarantee applies only to copper components)
- R&M Certified LWL Installers
(guarantee applies only to LWL components)

(Referred to below as R&Mfreenet Partner)

2 Items covered by the warranty program for the R&Mfreenet cabling system

Items covered by the warranty program for the R&Mfreenet cabling system are solely products from the R&Mfreenet assortment as presented in:

- The R&Mfreenet LAN Catalogue (R35027), current at the time of certification, and issued by the R&M head office (referred to below as R&Mfreenet cabling system).
- All active components are excluded. They are covered according to the general terms of business.

2.1 Standards

Refer to Appendix 1

3 Content of Warranty

3.1 R&Mfreenet Product Warranty

R&M warrants for a period of five years, that all products, with proper and professional handling and installation, shall be free of defects in material and workmanship and will fulfill or exceed the performance values of the standards listed in Appendix 1 at the time of the purchase.

3.2 R&Mfreenet System Warranty

R&M guarantees that the passive R&M cabling system (with proper and professional handling and installation) will be defect-free for a period of 20 years. In addition, when installed, the requirements of the standards mentioned in Appendix 1 are adhered to or exceeded.

The system warranty refers exclusively to the products delivered by R&M. The latter are defined according to item 2 and specially marked in the catalog.

3.3 R&Mfreenet Lifetime Application Warranty

On the basis of the R&Mfreenet System Warranty R&M warrants a lifetime application warranty on all protocols supported at the time of installation and in accordance with the definition of standards specified in Appendix 1.

3.4 Tools

R&M warrants for the period of half a year (180 days) from the date of invoicing that all tools, with proper and professional use, shall be free of defects in material and workmanship and will fulfill the requirements of their intended use.

4 Warranty Terms

4.1 General Terms

This warranty program for the R&Mfreenet cabling system is only for products, which are used for the first time and are still new and in their original packaging at the date of installation. The product warranty commences with the date of the invoicing.

In addition to the R&Mfreenet product warranty, the R&Mfreenet system warranty also covers the installation, performed by a certified R&M Installer (or a higher instance trained by the R&M QPP), in accordance with the state of the art at the time. Furthermore, the R&Mfreenet cabling system shall be certified for compliance to standards listed in Appendix 1 and following R&M certification and documentation process as described in Appendix 1.

In addition to the R&Mfreenet system warranty, the R&Mfreenet lifetime application warranty also covers the planning, performed by a certified and registered R&Mfreenet planner in accordance with the state of the art at the time. The R&Mfreenet lifetime application warranty commences with registration.

The basis of all warranties are the warranty documents valid at the point in time when the warranty is issued.

The products must be installed in accordance to EN 50174, ISO/IEC TR14763, EN 50310, ISO/IEC 60364, the R&M instruction manual, and the “R&M Installation and Test Specifications for Generic Cabling”.

The products must furthermore be certified for compliance to standards specified in Appendix 1 and according to the R&M certification and documentation process as described in Appendix 1.

If the certified, passive cabling system is modified, changed or extended, a separate, written application is required to maintain the system warranty (warranty extension). It is at R&M’s sole discretion (based on technical evaluation) to adjust the warranty.

If the application of the certified, installed system is modified, changed or extended, a separate, written application is required to maintain the application warranty (warranty extension). It is at R&M’s sole discretion (based on technical evaluation) to adjust the warranty.

Re-certifications of the R&Mfreenet Partners are mandatory and must be repeated regularly.

The warranty is granted to the persons (natural or legal) specified on the warranty certificate and cannot be transferred to third parties.

Lifetime for the purposes of this warranty is defined as the period of time that the persons (natural or legal) specified on the warranty certificate, use that system at the location where the system was originally installed. A successor in interest may apply to R&M to take over the corresponding warranty. It is at R&M’s sole discretion to adjust the warranty.

5 Warranty Exclusions

All warranties are void if the products have not been installed, and/or not appropriately used and handled according to the R&M guidelines:

- “R&M Installation and Test Specifications for Generic Cabling”
- R&M instruction manual
- standards specified in Appendix 1.

Warranty claims will also be void if the cabling system and/or its components are damaged by chemical, electrical or electrolytic influence, or other external influences (e.g. fire, water or heat) or force majeure.

Warranty claims cannot be accepted if defects are not reported by the warranty holder according to the procedure defined for the submitting of warranty claims. (see item 6)

Warranty claims cannot be accepted after the end of the warranty period or when modifications are carried out in the R&Mfreenet cabling system without R&M authorization and registration.

Warranty claims for products with a limited useful life will be covered up to the maximum number of operations as specified by the standards, listed in item 2 above, or up to the expiration of warranty period.

The R&Mfreenet product warranty relates solely to products from the R&Mfreenet cabling system. There is no guarantee that these products, when combined with others, not belonging to R&Mfreenet cabling system, meet any level of system performance (as specified in the standards referenced in Appendix 1) in a data or communication system.

Warranty claims on tools expire in the case of:

- unprofessional handling
- accident
- alteration of intended function
- non-observance of the instruction manual
- the expiration of the warranty period or wear out whichever occurs first.

6 Claims Procedure

6.1 R&Mfreenet Product Warranty

The warranty holder shall check the purchased product for visible defects within ten working days of delivery. Defects discovered during the inspection or at later time, shall be reported without any delay in written form to R&M or an R&Mfreenet Partner. Hidden defects shall be reported in written form to R&M or an R&Mfreenet Partner within five days after discovery.

The defective product plus proof of purchase and explanatory statement shall be sent at the warranty holder's own expense to R&M or to an R&Mfreenet Partner (upon prior agreement with R&M). The delivery back to the warranty holder is at R&M's own expense.

6.2 R&Mfreenet System and/or Lifetime Application Warranty

After receipt of the certificate, the warranty holder shall check the system and shall report without any delay visible defects in written form to R&M or an R&Mfreenet Partner. Hidden defects shall be reported in written form to R&M or an R&Mfreenet Partner within five days after discovery.

In the case of a warranty claim the warranty holder must provide R&M with a detailed description of the problem, proof of purchase, records of maintenance and operating environment according to the standards and in adherence to application, engineering and use guidelines.

R&M or an R&Mfreenet Partner reserves the right to verify on site the legitimacy of the warranty claims. It is at R&M's sole discretion to decide whether the

warranty claim is legitimate or not. If a warranty claim is found not to be legitimate, R&M is entitled to charge the warranty holder for all expenses incurred.

7 Coverage

In the case of a legitimate claim R&M or an R&Mfreenet Partner will restore all defective products to a defect-free state. It is at R&M's sole discretion to replace or repair these products.

R&M will not pay for any warranty/repair work that was not approved of by R&M in written form.

In the event of warranty/repair work, only customary hourly rates will be accepted. R&M will not pay for any invoiced overtime (night work, etc.).

Any claim outside of the warranty on the part of the R&M warranty holder or their representatives at any time, for compensation for damages and/or cancellation of the contract or price reduction, is excluded.

All expenses arising from clarifying the legitimacy of a warranty claim (e.g. search and analysis of failures in the system) will be at the warranty holder's expense if there is no legitimate claim. R&M and/or R&M Partners cannot be charged nor will they assume any expenses related to investigations carried out by the warranty holder.

This warranty and any related claims against R&M are non-assignable to third parties.

8 Liability

The warranties set forth above are mandatory and are in lieu of the legal guarantee and the legal liability for expressly or implicitly guaranteed characteristics, especially the suitability of the R&Mfreenet products delivered for a particular purpose. All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the R&Mfreenet Partners or Customers, regardless of the grounds on which they were based, are exhaustively covered by this agreement. In particular, any claims not expressly mentioned for damages, reduction of price, termination of, or withdrawal from the contract, are excluded. In no case whatsoever shall the R&Mfreenet Partner or the Customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This, in particular, refers to, but shall not be limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of R&M, but does apply to unlawful intent or gross negligence of persons employed by or appointed by R&M to perform any of its duties. This exclusion of liability does not apply, in so far as it is contrary to compulsory law.

9 Applicable Law and Place of Jurisdiction

- a) This agreement and all subsequent individual purchase agreements shall be governed solely by Swiss substantive law. The (not mandatory) law of conflicts as well as the UN CISG (Convention on Contracts for the International Sale of Goods) are excluded.
- b) All disputes arising out of or in connection with the present agreement and subsequent individual purchase agreements, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts by an Arbitral Tribunal in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce.

The decision of the Arbitral Tribunal shall be final; the parties waive any right to appeal in accordance with Art. 192 Private International Law Statute.

With (an) issue(s) in dispute involving a claim up to CHF 500,000.00 the arbitral tribunal shall consist of a sole arbitrator; for a larger sum it shall consist of three arbitrators. If there are not more than two parties involved in the procedure, each party nominates a member of the three-person arbitral tribunal.