

Warranty and Repair Service for Teldat Products: General Conditions

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Please note that this document is a translation of the Spanish version. In the event of any inconsistency between the two versions, the Spanish version will prevail.

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1. Introduction

This document describes Teldat's Warranty and Repair Service.

Teldat is dedicated to providing value-added products and services in a wide range of communication scenarios. The company's portfolio contains all the necessary elements to meet the requirements of a project such as the one covered by the present proposal.

Teldat and Teldat Mexico are the only authorized premises with certified and approved equipment for the repair of Teldat products. Teldat operates in Europe, Asia, Africa and Australia, and Teldat Mexico in the American continents. They are the only ones with extensive knowledge of the entire Teldat product range, offering a six month warranty on all repairs. At the same time, they are the only places where you can have a product repaired and still keep the warranty.

2. Product under Warranty

2.1. General Conditions

Subject to the terms and conditions given in this document, new Teldat products have a limited warranty, the duration of which depends on the product's commercial terms of sale and where the product was sold, and always begins on the date of delivery.

Teldat repaired products, likewise, have a limited six (6) month warranty that begins on the date of delivery of the parts and labor. This guarantees the Customer that Teldat products will be free from defects under conditions of normal use during the period established in the product's general conditions of sale or for six (6) months after the shipping date, depending on whether they are new or repaired.

Teldat products with some type of maintenance or extended warranty contract will be considered under warranty or out-of-warranty according to the terms and conditions of those contracts.

Removal or damage of/to the product identification stamps will void this warranty.

Products not covered by this warranty:

- Manipulated Products (Section 2.2)
- Secondary Market Products (Section 2.3)
- Non-Genuine Products (Section 2.4)
- Stolen Products (Section 2.5)

Defects not covered by warranty

- Defects or damages caused by routine maintenance.
- Defects due to normal wear and tear.
- Cables and plastic covers/jackets.
- Defects caused by improper use.
- Defects caused by damage from accident, neglect, misuse, abuse or improper installation.
- Defects caused by unauthorized attempts to repair the product, repairs carried out outside of official workshops and any alterations or modifications not carried out in Teldat.
- Defects or damages caused by low voltage, power interruption or voltage transients.
- Defects or damages caused by abnormal temperatures and/or humidity control.
- Defects or damages resulting from vandalism, improper handling or transportation, acts of God (such as earthquakes, natural disasters, flooding, etc.).
- Defects caused by any other act or cause beyond the reasonable control of Teldat.

2.2. Manipulated Products

When you purchase a Teldat product you are guaranteed original products and software that have not been destroyed or stolen and that are built to Teldat's quality standards to ensure the best possible performance within the environment for which they (the products) have been designed. This policy is subject to change without prior notice.

2.2.1. Objective:

This policy sets forth the invalidity of any warranty for any Manipulated Product.

2.2.2.**Scope**:

This policy applies globally.

2.2.3. Definitions:

- "Manipulated Product(s)" means Teldat products deemed to be "manipulated", including
 accidents or natural causes (such as earthquakes, hurricanes, fire, flooding or other kinds of
 exposure to adverse environmental conditions) or due to any intentional, negligent or illegal
 act or omission (including acts of terrorism and/or exposure to harmful substances,
 conditions or materials).
- "Manipulated Product(s)" can also mean those products which have been identified as "manipulated" by a customer or distributor.
- "Manipulated Product(s)" also refer to those products that arrive at Teldat for repair and are identified as having been manipulated or subjected to refurbishment or repair efforts.

2.2.4.**Policy**:

- 1. Teldat does not provide any kind of warranty support whatsoever for Manipulated Products.
- 2. Manipulated products are ineligible for any Teldat service offering.
- 3. Manipulated products are ineligible for any kind of Teldat service support. Hence, sections 1 and 2 above shall also apply to Manipulated Products that have undergone refurbishment or repair efforts.
- 4. Teldat does not repair Manipulated Products.

2.2.5. Policy Implications:

- 1. Warranties for Manipulated Products are rendered null and void.
- 2. Teldat assumes no obligation or liability whatsoever for Manipulated Products.
- 3. If the customer receives a replacement product from Teldat and then returns a Manipulated Product to Teldat, Teldat reserves the right to charge the customer for the then-current list price of a Teldat product and take other measures (including termination of customer support or pursuing other available options).
- 4. Teldat encourages the removal of all Manipulated Products from customer networks in order to reduce the risks associated with using such products.

2.3. Secondary Market Products

When you purchase a Teldat product you are guaranteed original products and software that have not been destroyed or stolen and that are built to Teldat's quality standards to ensure the best possible performance within the environment for which they (the products) have been designed. This policy is subject to change without prior notice.

2.3.1.**Scope**:

This policy sets forth the invalidity of any warranty for any Secondary Market Product and applies globally.

2.3.2. Definitions:

- "Secondary Market Product(s)" means new or used Teldat products that are sourced and /or sold outside Teldat's Authorized Channel Network.
- "Authorized Channel Network" includes:
 - 1. Teldat product sales directly to End User Customers.
 - 2. Teldat product sales by Teldat authorized Partners in different countries.
 - 3. Teldat product sales by Teldat authorized Carriers.
 - 4. "End user" means the entity that the party placing the purchase order with Teldat identifies as the end user of the Teldat product in question.

2.3.3. **Policy**:

- 1. Warranties. Teldat does not provide any kind of warranty support whatsoever for Secondary Market Products.
- 2. Secondary Market Products are ineligible for Teldat service offerings.
- 3. Any and all warranties and service contracts related to Secondary Market Products are void. Teldat may immediately terminate all services and warranty support for these products and may take other available action.
- 4. Sections 1 and 2 above are equally applicable to Secondary Market Products that have been subjected to any sort of alteration or refurbishment.
- 5. Teldat does not accept Secondary Market Products as part of Teldat's Return Material Authorization (RMA) process.

2.3.4. Policy Implications:

- 1. Warranties for Secondary Market Products are rendered null and void.
- 2. Teldat assumes no obligation or liability whatsoever for Secondary Market Products.
- 3. If the customer receives a replacement product from Teldat and then returns a Secondary Market Product, Teldat reserves the right to charge the customer for the then-current list price of a Teldat product and take other measures (including termination of customer support or pursuing other available options).
- 4. Customers must immediately remove all Secondary Market Products from their networks once they are identified.

5. Teldat encourages customers to check the source and quality of the products they purchase in order to reduce the risks associated with using such Secondary Market Products in their networks.

2.4. Non-Genuine Products

When you purchase a Teldat product you are guaranteed original products and software that have not been destroyed or stolen and that are built to Teldat's quality standards to ensure the best possible performance within the environment for which they (the products) have been designed. This policy is subject to change without prior notice.

2.4.1. Objective:

This policy sets forth the invalidity of any warranty for a Non-Genuine Product. The policy is intended to support and be consistent with other existing Teldat policies, such as those regarding trademarks, copyright materials and software licensing.

2.4.2.**Scope:**

This policy applies globally.

2.4.3. Definitions:

- "A Non-Genuine product" means any product:
- a) To which a mark has been affixed without Teldat's consent or in violation of Teldat branding policies.
- b) Not originating from Teldat.

This generally happens when an attempt is made to counterfeit or imitate genuine Teldat products with the intent to distribute or sell them as an authorized Teldat products when they are not.

• "Brands" refers to the Teldat brand and other trademarks, logos and commercial brands of Teldat and its affiliates.

2.4.4.**Policy**:

- 1. Warranties. Teldat does not provide any kind of warranty support whatsoever for Non-Genuine products.
- Services. Teldat does not offer for sale or otherwise any kind of services whatsoever for Non-Genuine Products. None of Teldat's service offerings (as set forth on any of Teldat's price lists) apply to *Non-Genuine Products*.
- 3. All service contracts and warranties pertaining to Non-Genuine Products are void. Upon the discovery of a Non-genuine Product, Teldat may immediately terminate any and all associated services and/or warranty support for the Non-Genuine product, and pursue other available legal remedies.
- 4. Teldat does not authorize any third party to renew or relicense **Non-Genuine Products**. Hence, Sections 1 and 2 above are equally applicable to Non-Genuine Products that have been subject to any type of refurbishment efforts.
- 6. Teldat does not accept Non-Genuine Products as part of Teldat's Return Material Authorization (RMA) process.

2.4.5. Policy Implications:

- 1. Warranties for Non-Genuine Products are rendered null and void.
- 2. Teldat assumes no obligation or liability whatsoever for Non-Genuine Products.
- 3. If a customer receives a replacement product from Teldat and then returns a Non-Genuine Product to Teldat, Teldat reserves the right to invoice the customer for the then-current list price of an original product and may take other actions (including termination of the customer's support contract or pursuing other available options).
- 4. Teldat encourages the removal of any and all Non-Genuine Products from customer networks in order to eliminate or reduce the risks associated with maintaining such products.

2.5. Stolen Products

When you purchase a Teldat product you are guaranteed original products and software that have not been destroyed or stolen and that are built to Teldat's quality standards to ensure the best possible performance within the environment for which they (the products) have been designed. This policy is subject to change without prior notice.

2.5.1. Objective:

This policy sets forth the invalidity of any warranty for any stolen product.

2.5.2. Reach:

This policy applies globally.

2.5.3. Definitions:

"Stolen Product": means any Teldat product that a customer has reported as stolen to the appropriate legal authorities and has likewise notified Teldat of the incident. Teldat may request verification of the report/information from the customer(s), or from the appropriate legal authorities, as to the status of the stolen product(s).

2.5.4.**Policy**:

- 1. Warranties. Teldat does not provide any type of warranty support whatsoever for Stolen Products
- 2. Stolen Products are not eligible for Teldat service offerings.
- 3. All service contracts and warranties relating to Stolen Products are void. Upon discovery and verification of a stolen product, Teldat may immediately terminate all associated services and/or warranty support for the Stolen Product, and may take other available action.
- 4. Sections 1 and 2 above are equally applicable to Stolen Products that have been subjected to any type of alteration or refurbishment.
- 5. Teldat does not accept Stolen Products as part of Teldat's Return Material Authorization (RMA) process.

2.5.5. Policy Implications:

1. Warranties for Stolen Products are rendered null and void.

- 2. Teldat assumes no obligation or liability whatsoever for Stolen Products.
- 3. If a customer receives a replacement product from Teldat and then returns a Stolen Product to Teldat, Teldat reserves the right to invoice the customer for the then-current list price of an original product and may also take other action (including termination of the customer's support contract or pursuing other available options).
- 4. Customers must immediately remove from their networks any products deemed to be stolen.

3. Out-of-Warranty Products

3.1. General Conditions

Subject to the terms and conditions listed here, Teldat products are no longer covered under warranty once the basic warranty period has expired, starting from the date of purchase. In turn, Teldat products that have been repaired are no longer covered under warranty after a six (6) month period from the date of delivery. The warranty will not cover any repaired products that have exceeded twelve months from the date of sale and those repaired less than six months ago, where the repair is different or unrelated to any previous repairs.

Teldat products subject to a maintenance or extended warranty contract are also no longer covered under warranty once the contract has expired.

3.2. Repair Terms

The customer must create an RMA at www.teldat.com when products that are no longer covered under warranty are declared defective. Section 6 of this document explains how to create an RMA.

The repair process is described in Section 4.

Teldat charges a fee to repair any products that are no longer covered under warranty or that have problems which are not covered by the warranty.

If Teldat determines a defect in the product included in section 3.2, the customer will be sent a separate repair estimate. The customer may be charged a flat handling fee for evaluation and handling. The handling fee will not be charged in the event that the repair work is carried out.

If an apparently faulty product is delivered to Teldat for repair and Teldat cannot detect any fault, the customer will be charged a flat handling fee, at the prevailing rate, rather than the repair rate.

If the affected product has an external power source, this MUST be included with the product when it is returned.

3.3. Exclusions

Any repair or replacement product will have a warranty period of six (6) months from the RMA return date. All products returned to Teldat must be suitably packaged to protect them from damage and/or electrostatic discharge.

Teldat will not repair the following products:

- Manipulated Products (Section 2.2)
- Secondary Market Products (Section 2.3)
- Non-genuine products (Section 2.4)
- Stolen products (Section 2.5)

4. General. Repair and warranty. RMA

4.1. Repair service

Teldat guarantees repairs for all **Teldat** products not deemed irreparable, including parts and labor, within an average turnaround time of 15 working days (from the date the product is received at Teldat).

4.2. Repair service operation

The customer must create an RMA when he has one or more products for repair. The RMA is valid for one or more products; each product's serial number must be entered in the RMA. An RMA is created using the procedure outlined in Section 6. Once the RMA has been created, it must be printed out and sent to Teldat with the corresponding product(s).

Once the product is received, Teldat check to see whether the product is still under warranty (as per the conditions described in Section 2) or out-of-warranty (as per the conditions described in Section 3).

4.2.1. Warranty repair:

• The average repair time of a product under warranty (from receipt of the product at Teldat until it is ready for dispatch) is 15 working days.

4.2.2. Repairs at cost:

• If the product is **not under warranty** (see Section 3), a repair quote will be sent to the email address specified in the RMA. Repair rates applying at the time of the repair will be applied. **Once the quote is approved**, repairs will be completed within an average turnaround time of 15 working days (from receipt of the product at Teldat).

The repaired product will be returned to the address specified in the RMA or the customer will be notified by email that it is ready for collection.

4.2.3. Shipping charges:

The following shipping charges apply for products under warranty:

- The customer must always ship under DAP terms (Delivery At Place, in accordance with the 2010 Incoterms, revised edition, published by the International Chamber of Commerce).
- Teldat will always return products under DAP terms ((Delivery At Place, in accordance with the 2010 Incoterms, revised edition, published by the International Chamber of Commerce).

The customer must bear all shipping costs for products out of warranty.

4.2.4. Shipping addresses.

The shipping addresses for Teldat's authorized repair centers are as follows:

• For customers in Europe, Asia, Africa and Australia:

Teldat S.A.

C/ Isaac Newton nº 10

28760 Tres Cantos

Madrid

Spain

• For customers in North and South America:

Teldat México, S.A de C.V

Mayas 301 Laboratorio 301, Col Obrera

06800 Mexico – Distrito Federal

Mexico

5. Irreparable product

A product is deemed irreparable when it is either unsuitable for repair or cannot be repaired. A product can be irreparable for the following two reasons:

- Product contains a fault (random or otherwise) that cannot be corrected.
- Repair costs are more than the cost of a new product with the same characteristics.

5.1. Product warranty

One of the following measures will be taken if the product is deemed irreparable during the warranty term:

- A new or reconditioned product of the same model with a (6) month guarantee will be supplied.
- When a product is no longer manufactured, a product with the same or superior characteristics with a (6) month guarantee will be supplied.

5.2. Out-of-warranty

If the product is out of warranty and is deemed irreparable, the customer will be sent an email (to the email address specified in the RMA) explaining why the product has been deemed irreparable and allowing them to choose one of the following options:

- 1. Collect the product, applying the shipping costs described in section 4.2.3.
- 2. Leave the product at Teldat for scrapping.

Teldat reserves the right to scrap the product if no response has been received from the customer within 30 working days of sending the email.

In either of the above cases, no additional carrying costs will be charged (as per section 4.2.3).

6. RMA Procedure

RMA is a procedure used to ensure control of your merchandise and the speed of our Technical Service for the following:

- Shipping of products to our facilities for repair.
- Tracking the status of repairs and/or guarantees.

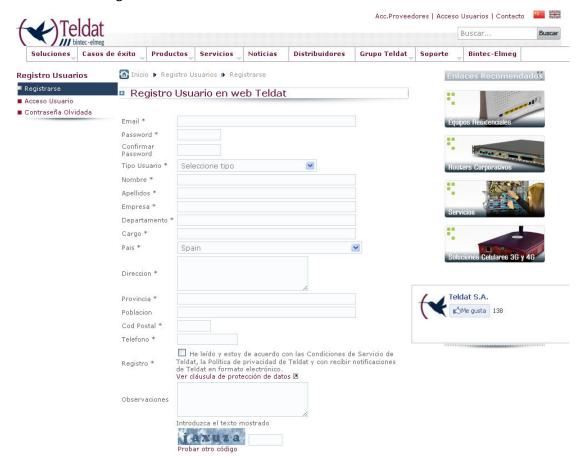
The following information shows how to process an RMA.

Enter the Teldat website (http://www.teldat.com) through your web browser and select Support followed by RMA. The following screen will appear:



6.1.Procedure for Teldat products

If you do not have an access password, please follow the registration instructions on the screen and fill out the following form:



You will be sent an email containing the access passwords for the requested services.

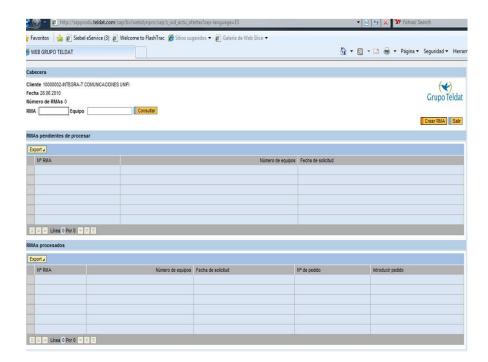
Once you have the customer user/password, click on the "Teldat Products" link. The following screen will appear:



Enter your user ID and password and then click on "RMA's".

This screen allows you to access previous RMAs, or create new ones by clicking "Create RMA".

The following screen appears when you click "Create RMA":



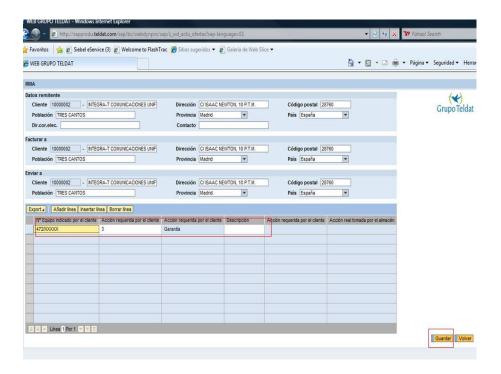
The customer number field is filled in automatically. You will need to fill in the following fields:

- Sender details: this must include a contact name together with an email address of the person that should be sent the repair quote, when the product is out of warranty.
- Billing address: physical address where the invoice will be sent.
- Delivery address: product return address.

The following fields must also be completed:

- Product number specified by the customer: serial number
- Action required by the customer: select the action from the pull-down menu (guarantees, repair with cost, etc.).
- Description: product fault or defect.

All products requiring repair can be included in a single RMA by clicking "Append row" for each product:



Once finished, click on save. An RMA number will be automatically generated.

Finally, please print the new RMA and send it together with the product(s) to the address.

IMPORTANT: PLEASE DO NOT FORGET TO INCLUDE THE PRINTED RMA wITH YOUR PRODUCT(S).

If you have any questions or problems with this service, please contact our support team by sending an email to support@teldat.com.

Once you have registered, access the RMA Service by entering your email and password.

6.2. Procedure for Teldat Latam products

Once the Teldat Latam Products check box is selected, the following screen will appear:

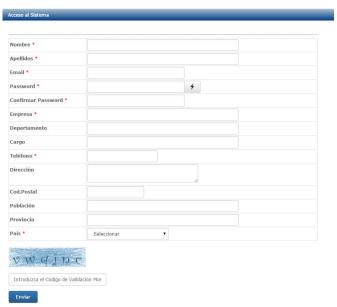


Those who had previously registered in Teldat's website only need to provide their contact details, email and password. Those who hadn't, must register as a user for RMA Latam.



Register as an RMA-Latam user

In order to create an RMA for products that need to be repaired, the customer must fill-in the registration form.



Once done, the user will receive an email verification message. After clicking on the link, the user will be re-directed to the RMA creation process.

Create a new RMA

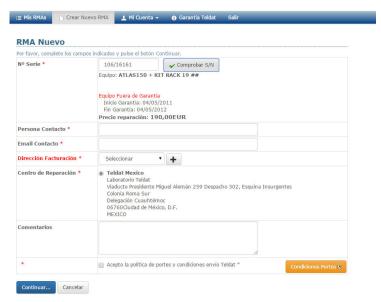
A new RMA must be created for each faulty product.

Click on "Create New RMA" and the following screen will appear. Here, you must enter the serial number of the faulty product:



The system will then identify the product, check whether the issue is covered under warranty and, if not, spell out the repair costs.

The following example shows a product that is out of warranty:



Fields marked with an asterisk (*) have to be filled-in properly. Otherwise, the system won't let you carry on.

The customer must press the "Continue" button and enter the RMA number. The following screen will appear:



Print RMA and send the product to the Repair Centre.

The RMA, together with its number and the necessary information, must be printed and sent (in a visible location) together with the faulty product. The shipping address is:

Teldat México, S.A de C.V

Viaducto Presidente Miguel Alemán 259 Despacho 302, Esquina Insurgentes Colonia Roma Sur Delegación Cuauhtémoc - Ciudad de México, D.F.

Receipt of product at the Repair Centre.

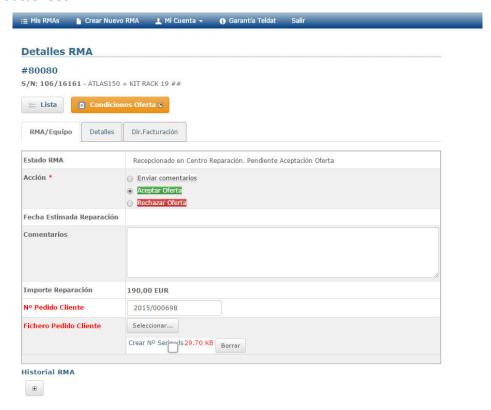
- a) Under warranty immediately sent to be repaired
- b) Out of warranty repair pending until offer is accepted.

a) Under warranty.

If the product was under warranty when it reached the Repair Centre, the latter must register the entry date in the system. Repairs will be completed within 15 working days from that date, leaving the product ready to be picked-up by the customer.

b) Out of warranty.

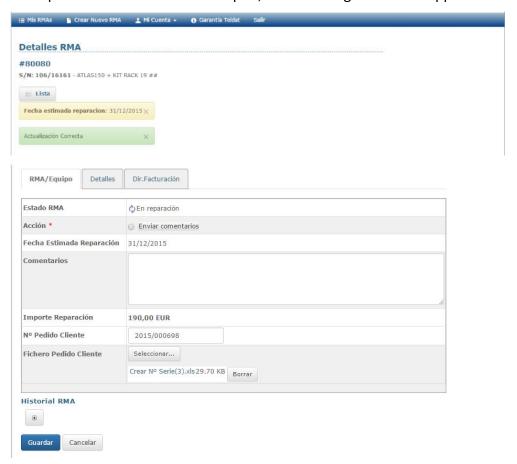
If the product was out of warranty when it reached the Repair Centre, an e-mail with the relevant quotation will be sent to the customer. The customer may validate the offer online, through a simple order. The customer must enter his/her order number or attach the order's datasheet.



In the above example, the offer will be accepted the minute the user clicks on "Save". From this moment onwards, repair times will start ticking. Repairs will be completed within an average turnaround time of 15 working days (from the moment the system shows the offer has been accepted), leaving the product ready to be picked-up by the customer.

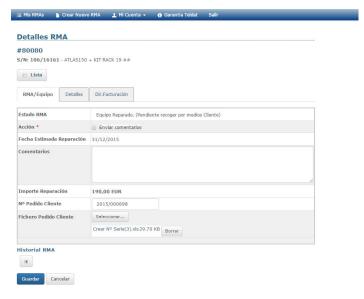
Repair.

Once the product has been sent for repair, the following screen will appear:

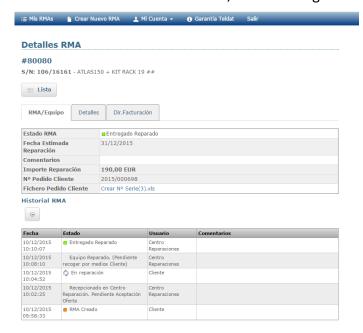


Repaired and ready to be picked-up by the customer at the Repair Centre.

When the product has been repaired, the system will send an email to the customer to let him/her know he/she can pick it up.



When the product is collected from our facilities, the following message will appear:

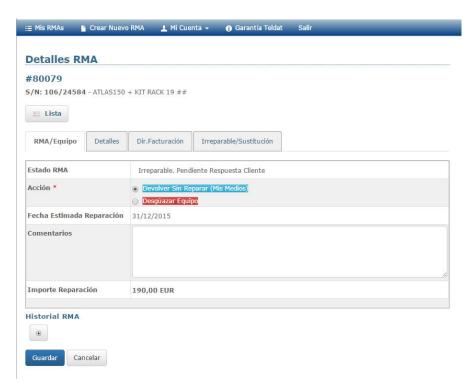


At this point, the RMA will be deemed closed.

Irreparable product due to issues not covered under the Teldat warranty.

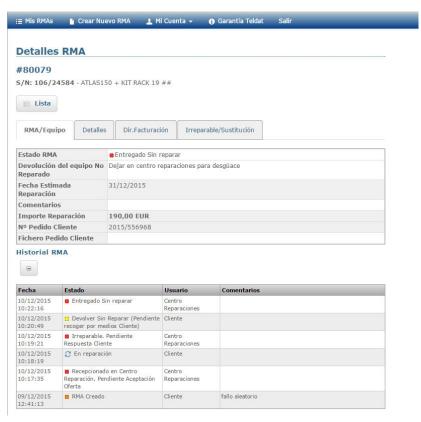
After the revision and having performed all relevant tests, if the product is declared irreparable for reasons beyond Teldat's control (i.e. voltage excess, manipulation, etc.) then the repair won't be covered by the warranty and the details will be posted on the web, under the relevant RMA.

The system will then send an e-mail to the customer to inform him/her of the situation and ask what should be done with the irreparable product.



If, 30 working days after having sent the email, the customer does not reply, TELDAT S.A. reserves the right to scrap the device.

If you chose to collect the product from our facilities, the following message will appear on the web:



The RMA will then be deemed closed.

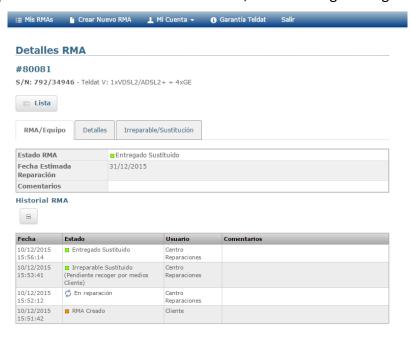
Irreparable product due to issues covered under the Teldat warranty.

After the revision and having performed all relevant tests, if the product is declared irreparable for reasons covered under the warranty, the customer will receive a replacement unit with the same (or similar) features. The details will be posted on the web, under the relevant RMA.

The system will then send an email to the customer to inform him/her of the situation, letting him/her know that his/her product will be replaced by a new one of similar characteristics (ready to be picked up whenever the customer deems it appropriate).



Once the product is collected from our facilities, the following message will appear:



The RMA will then be deemed closed.

The customer will receive, at all times, emails on the status of his/her RMA and may make instant consultations online. In addition, every screen will contain a "History" checkbox that includes all the steps taken with each RMA.

If you have any questions or problems with this service, please contact our support team by sending an email to support@teldat.com.

7. Responsibilities

7.1. Responsibility at Teldat

TELDAT is not responsible for ensuring customer cooperation in the performance of each action.

TELDAT is not responsible for any adverse events and unforeseen circumstances that prevent an action from being executed, such as problems with receiving and sending packets, power failures, etc.

Activities requested by the customer falling outside this service, will be reason for special offers. The service will be performed once the corresponding offer is approved.

Provided that TELDAT's technicians are not responsible, TELDAT assumes no liability for any damage that may occur during the execution of an action.

7.2. Customer responsibilities

The customer is responsible for ensuring that the RMA data is correct; especially the product shipping address and the billing address.

The customer must pack and insulate products properly when sending them to Teldat in order to prevent damage and protect against electrostatic shock.

The customer is responsible for removing the product at their cost when repair costs are not accepted.

7.3. Areas of action

Interventions are limited to:

- Europe
- Asia
- Africa
- Australia
- North America
- Mexico
- South America

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