

WARRANTY CARD

Fibermarkt Sp. z o.o.
Ul. Śnieżna 18
30-822 Kraków



1. Subject of warranty

Under the terms and conditions specified below, Fibermarkt Sp. z o.o. provides the Purchaser with a quality warranty for the ICT Equipment listed in Table 1, hereinafter referred to as the "Equipment" and undertakes to repair the Equipment free of charge (remove the defect) within the time specified in item 3 of this Warranty Card.

2. Warranty Period

Subject to further provisions of this Warranty Card, Fibermarkt Sp. z o.o. shall provide the Purchaser with a warranty for the Equipment, the period of which is calculated from the date of issuance of the sales document. The lengths of the warranty periods are listed in Table 1.

3. Repair periods

Defects revealed during the warranty period shall be repaired within 45 days from the date of delivery of the Equipment with the identified defect to Fibermarkt Sp. z o.o. at the latest. Company Fibermarkt Sp. z o.o. undertakes to endeavor to remove the defect within 14 days from the date of delivery of the Equipment.

4. Warranty Principles

4.1 The Purchaser undertakes to deliver the Equipment with an ascertained defect to the service department of Fibermarkt Sp. z o.o. 30-798 Kraków, ul. Christo Botewa 6A, NOHO Logistic Hall H1 Gate A3. The equipment shall be delivered in factory packaging or substitute packaging providing safe conditions of transportation and storage analogous to those provided by the factory packaging. In the absence of factory packaging, the risk of damage during transportation shall be borne by the Purchaser. This warranty card should be attached to the shipment. If the Purchaser fails to submit the documents specified in the preceding sentence, Fibermarkt Sp. z o.o. reserves the right to refuse to perform repair, due to the Purchaser's failure to meet the warranty conditions.

4.2 Only the service department of Fibermarkt Sp. z o.o. is authorized to perform warranty repairs. Any repairs of the Equipment performed by the Purchaser outside the service department of Fibermarkt Sp. z o.o. company shall void the warranty.

4.3 Equipment with a defect found by the Purchaser may be subjected by Fibermarkt Sp. z o.o. to tests to determine or locate the defect. If the tests fail to confirm the existence of the defect ascertained by the Purchaser, or fail to indicate the existence of another defect not ascertained by the Purchaser, covered by the warranty, Fibermarkt Sp. z o.o. reserves the right to charge the Purchaser with the resulting costs.

4.4 The Purchaser shall have the right to replace the Equipment with a defect-free one if, after the third repair, the Equipment continues to show the existence of the same defect.

4.5 This warranty card is valid only with the proof of purchase of the claimed Equipment.

5. Scope of Warranty

The warranty covers only defects inherent in the Equipment. In particular, the warranty does not cover the following defects of the Equipment:

- caused by the effects of external ionizing radiation, magnetic fields or resulting from mechanical injuries;
- caused by failure to comply with the operating instructions when using, transporting, storing, or cleaning or maintaining the Equipment;
- resulting from exposure to external chemical and thermal factors;
- as a result of using the Equipment contrary to generally accepted principles of operation and use of ICT equipment or the manufacturer's instructions;
- resulting from short-circuit of the electrical system located outside the Equipment;
- caused by flooding the Equipment with any liquid or contamination of the Equipment;
- arising as a result of using chemicals to clean the Equipment;
- resulting from operation of the Equipment in extremely unfavorable conditions, e.g. high dustiness.

6. Forfeiture of warranty rights

The Purchaser loses its rights under this warranty if:

- performing any repair or alteration of the Equipment on its own, by a third party, or entrusting the repair to a company other than Fibermarkt Sp. z o.o.;
- if the seals are damaged or broken or covered in any way that makes identification impossible,
- the serial numbers or other identification markings of the equipment are damaged, broken or removed, or covered in any way that makes identification impossible,
- loss of these warranty terms and conditions,

7. Limitation of Liability

Fibermarkt Sp. z o.o. shall not be liable:

- for data and software installed on the Equipment lost as a result of a defect;
- for the costs incurred by the Purchaser for the restoration (recovery) of data and reinstallation of software, or for its re-acquisition and obtaining a license;
- For warranty for physical defects of the Equipment;
- For damages and lost profits of the Purchaser resulting from the need to repair the Equipment;
- for Purchaser's damages resulting from the delay in performing warranty repair of the Equipment.

8. Additional provisions

8.1 This warranty is granted only to the Purchaser specified in these warranty terms and conditions and is non-transferable. Fibermarkt Sp. o.o. shall not be obligated to correct a defect in the Equipment if this warranty document is presented by any person other than the Purchaser.

8.2 Any deletions or amendments made to these warranty terms and conditions by other than Fibermarkt Sp. z o.o. shall be null and void.

8.3 In the event of loss or destruction of these terms and conditions, the Purchaser shall not be entitled to claim a duplicate or copy thereof.

8.4 The validity of this warranty card and the Purchaser's ability to exercise its rights hereunder shall be conditioned by the signing of this card by a person authorized to represent the Purchaser in accordance with the regulations. In case of doubt, Fibermarkt Sp. z o.o. may require the Purchaser to confirm the rights of the person who signed this card before proceeding to remove the defect. The date on which this card is signed by the Purchaser is irrelevant to the warranty expiration dates specified in Section 2 of these terms and conditions.

Table 1

Product group	Description and comments	Length of warranty provided
LightOptics optical modules	SFP 1G, 100M, SFP+ 10G, XFP 10G, SFP28, QSFP+ 40G, QSFP28 100G	24 months
LightOptics xWDM solutions	CWDM multiplexers and CWDM OADMs, Circulator	24 months
LightOptics network switches	Switches operating in standard temperature range (0~50 C)	12 months
LightOptics converters	Media converters operating in standard temperature range (0~50 deg C)	12 months
LightOptics industrial solutions	Industrial switches and converters operating in extended temperature range (-40~+85 deg C)	60 months