

# FROTCOM WARRANTY TERMS

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*Effective April 2013*

Warranty claims regarding devices can only be lodged by Frotcom Certified Partners of Frotcom International. All warranty claims will be dealt with by the Frotcom Support Team.

Handling devices with care is a pre-condition for using the claim service.

## **1. Standard procedure for the return of devices:**

Application for an RMA number (Return Materials Authorization Number) is a precondition for any return delivery of products. In order to obtain this number a support ticket must be created for each device. The Frotcom Support Team will then assign an RMA number if the problem cannot be solved remotely. An RMA number is allocated only, when a correct description of the fault is provided.

The return of products to Frotcom International should always be carried out after an RMA number has been issued. Frotcom International reserves the right to refuse the shipment and return goods which had not been packed adequately or which were delivered without a valid RMA number. RMAs assigned for which the devices are not sent to Frotcom International in 3 months from the date the RMA number was issued will be automatically cancelled. For these cases, a new RMA number must be assigned.

The costs for transportation of the goods to Frotcom International are borne by the Frotcom Certified Partner. The costs of transportation of the goods back to the Frotcom Certified Partner are borne by Frotcom International .

In case of returns from countries which were originally governed by Portuguese customs duties and/or import turnover tax or other import regulations, the goods to be returned have to be declared in such a way, that neither customs duty, import turnover tax, nor other import duties have to be paid in Portugal. In case and in spite of the above, such expenses are accruing, these will have to be borne exclusively by the sender. Frotcom International will not pay these amounts.

All returned products will undergo a standard test with special regards to the defects in the RMA-fault description.

The device fault is analyzed, evaluated and documented internally. The customer receives the analysis in form of a repair report which accompanies the return.

In case the warranty for the device is expired and the repair can be done at Frotcom International no repair fee will be charged.

In case the warranty for the device is expired and the device cannot be repaired at Frotcom International and has to be sent to the supplier, Frotcom International will inform the Frotcom Certified Partner of this and if the Frotcom Certified Partner wishes the

repair to go ahead, a repair cost up to 45€ is automatically accepted by the Frotcom Certified Partner for the repair. Frotcom Certified Partner must communicate his intention of proceeding with the repair in one week after receiving Frotcom International information.

If the final repair cost is higher than 45€ Frotcom International will inform the Frotcom Certified Partner of it and will ask for authorization to proceed with the repair. In this scenario of the Frotcom Certified Partner deciding not to go ahead with the repair a fee of 15€ per device is charged (this fee is the same amount that the supplier charges Frotcom International for repairs not accepted). Frotcom Certified Partner must communicate his intention in one week after receiving Frotcom International information.

After a repair has been carried out, Frotcom International will ship the device back to the Frotcom Certified Partner and will issue a 30-days net invoice of the repair cost. The Frotcom Certified Partner will be informed by e-mail of the dispatch of the goods.

Devices which cannot be repaired will be marked as device type “Not Repairable”. This case concerns devices for which a repair would be unacceptably expensive. For these devices repairing is not economically justifiable, as the repair expenditure amounts to more than the value of a new device.

The warranty period in respect of repairs, replacements, batteries or substitution services amounts to 6 months. For faults arising that we’re not covered by the repair the original warranty of the device applies.

## **2. Warranty standard definitions:**

The Frotcom Certified Partner must inspect the delivered goods carefully as soon as they arrive at the point of destination.

In case of faults which could have been spotted during a proper fault inspection, the delivery is considered as approved, if no written fault report has been received within two weeks after receipt of the goods at the point of destination, containing an explicit description of the fault.

Any transport damages have to be reported immediately to the transportation company.

The warranty does not cover defects of the products, which arise due to faulty installation or usage or misuse, negligence or other reasons.

In case a purchased item is defective and the faulty claim filed within due time, Frotcom International has the right to choose how to rectify the claim either by repairing the fault or delivery of a new free to defect item.

When rectifying the defect, Frotcom International is obliged to bear costs as regards clearing the fault, namely work and material expenses. Costs for transportation to Frotcom International are at the expense of the Frotcom Certified Partner. The costs of transportation of the goods back to the Frotcom Certified Partner are borne by Frotcom International.

The term of limitation for fault claims is 24 months calculated from the point in time where sale is made. This is a term of limitation and is also valid for claims for replacement for damages consequential on the defect, in so far as no claims are lodged due to improper dealing.

As far as wear and tear parts, accessories and consumable materials (e.g. accumulator, batteries, key boards, casings, covers, docking stations, headsets, cable, displays, charging devices or data storage mediums) are concerned a warranty period of six (6) months starting on date of purchase applies.

The warranty does not extend to natural wear or damages occurring after transfer of risk due to faulty or careless handling, overloading, unsuitable operation means, faulty building works, unsuitable building foundation, or due to faults which occur due to special external influences which have been specified in the contract, as well as due to software errors which cannot be reproduced. No warranty is undertaken for any improper modifications, maintenance or repairs carried out by the customer or third party or for any consequential damage thereupon. Even the concerned devices will lose their warranty entitlement immediately.

### **3. Warranty**

FROTCOM INTERNATIONAL warrants all hardware products described in Attachment A against defects in materials and workmanship under normal use for a period of two (2) years from the date of delivery of that product to CERTIFIED PARTNER ("Warranty Period").

If a hardware defect arises and a claim is received by FROTCOM INTERNATIONAL within the Warranty Period, FROTCOM INTERNATIONAL will apply one of the following solutions: (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product.

A replacement product assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for the CERTIFIED PARTNER. When a product is exchanged, any replacement item becomes the CERTIFIED PARTNER's property and the replaced item becomes FROTCOM INTERNATIONAL's property.

When a refund is given, the product for which the refund is provided must be returned to FROTCOM INTERNATIONAL and becomes FROTCOM INTERNATIONAL's property.

### **4. EXCLUSIONS AND LIMITATIONS**

This warranty does not apply: (a) to damage caused by use of non-FROTCOM products; (b) to damage caused by accident, abuse, misuse, flood, fire, wrong wiring or other external causes; (c) to damage caused by operating the product outside the permitted or intended

uses described by FROTCOM INTERNATIONAL; (d) to a product or part that has been modified to alter functionality or capability without the written permission of FROTCOM INTERNATIONAL; or (e ) if any FROTCOM Product's serial number or warranty seal has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, FROTCOM INTERNATIONAL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF FROTCOM INTERNATIONAL CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY FROTCOM INTERNATIONAL IN ITS SOLE DISCRETION.

FROTCOM INTERNATIONAL DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.