



## TELE-FONIKA KABLE GENERAL TERMS OF WARRANTY

### 1. Definitions

<i>Manufacturer</i>	TELE-FONIKA Kable
<i>Distributor</i>	a partner of TELE-FONIKA Kable that is authorized under a separate agreement, has warehousing and logistics facilities, purchases and distributes products from the Manufacturer
<i>Customer</i>	an individual or company that has purchased the Product from the Manufacturer or its Distributor
<i>End User</i>	an individual or entity that purchases or receives Products for its own use and not for resale.
<i>Products</i>	cables and wires produced by the Manufacturer and/or offered for sale by the Manufacturer
<i>Specification</i>	The Manufacturer's document or a document accepted by the Manufacturer that defines the basic structural, electrical and/or mechanical parameters of the Product
<i>Service</i>	Any action taken at the request of the Customer or Distributor in connection with the Product under warranty or after expiry of the warranty pursuant to separate agreements, including, but not limited to actions related to the use of the Product (installation, maintenance, implementation, test analysis, etc.).

### 2. Purpose of the document

The purpose of this document is to define the scope and rules of the Manufacturer's warranty liability for the Products covered by the warranty, and to identify the steps of a warranty procedure which must be followed for a complaint to be considered and accepted; this procedure forms an integral part of the Manufacturer's complaint policy.

### 3. Strategic quality objectives of TELE-FONIKA Kable

**The objective of the Manufacturer is** to provide its **Customers** with reliable, environmentally and human friendly products of the highest quality. In order to achieve this objective, it is necessary for the Manufacturer and its Customers and Distributors to define the terms and conditions of the warranty.

**It is therefore necessary to** adopt a policy for managing **Customer** complaints about the Products under warranty to ensure that they are dealt with in an effective and timely manner, taking into account **the Customer's** legitimate interests, and to create the conditions for the implementation of corrective actions aimed at preventing the recurrence of complaints of the same or similar nature.



The Manufacturer shall consider complaints in a friendly manner and may, but does not have to, agree to replace the Product even where the conditions set forth herein are not met, if it decides that the replacement will help maintain good market relations.

#### 4. Coverage of the Warranty

The Manufacturer's warranty covers Products sold to Customers or Distributors. Regional variants of the warranty policy are permitted provided that they are necessary or required by local law. Such variants are presented in separate documents published on the Manufacturer's website.

#### 5. Territorial scope of the warranty

The territorial scope of the Manufacturer's warranty includes all countries to which the Manufacturer sells or distributes the Products.

#### 6. Obligations of the Manufacturer

**The Manufacturer** warrants that the Products offered comply with standards applicable pursuant to law, specifications or individual specifications agreed between the Manufacturer and the Customer.

**The Manufacturer** shall be liable to its **Customers** or **Distributors** to which the warranty is granted. The liability includes substantial Product defects discovered and reported to the Manufacturer pursuant to the terms of the warranty, provided that the defects are attributable to the Manufacturer and are reported during the warranty period.

**The Manufacturer** provides a warranty for the Products supplied by the Manufacturer for a period set out in the warranty, which shall run from the date the Product is released to the Customer or Distributor, including the day the Product is released by delivering it into a deposit warehouse operated on behalf of the Customer or Distributor.

Upon expiry of the warranty period, the rights of **the Customer** or **Distributor** shall lapse.

The time limit for considering a complaint and performing the warranty obligation will in any case depend on the nature of the accepted complaint and the location where the Product was used, taking into account the terms set out in the agreement to which the Manufacturer is a party; the Manufacturer shall endeavour to complete the investigation of the complaint within 30 days from the date all the information and documents necessary to investigate the complaint are provided to it.

The warranty obligation shall only be performed if the Product that is the subject of an accepted complaint is returned to the Manufacturer, unless the Manufacturer agrees in writing to a different process for dealing with such Product.



Beyond the warranty period, the Manufacturer also agrees to provide **the Customer** with support in terms of post-warranty service, such as the chargeable supply of a replacement Product, help in finding a suitable repair company or paid technical assistance in accordance with the current commercial offer of the Manufacturer. The Manufacturer shall provide a quotation for any such inquiry, unless the expected scope of out-of-warranty service exceeds the Manufacturer's capabilities.

**The Manufacturer** provides the warranty only to the entity to which it has sold Products and only to the entities that have purchased Products from a Distributor in respect of which the Manufacturer has established that the Products belong to such a group that the warranty may be transferred. In other cases, written consent of the Manufacturer is required to transfer the warranty to downstream customers or **End Users**, otherwise the transfer shall be null and void.

## 7. Obligations of the Distributor / Customer / End User

Anyone whom it may concern is obliged to observe the Manufacturer's rules for the transport, storage and warehousing of products and has the right to transfer the warranty to its customers and users only in accordance with the rules set out by **the Manufacturer**.

Anyone whom it may concern is obliged to install and use the Products in accordance with general installation rules (unless the Manufacturer specifies different rules), the Product's terms of use and intended use.

**The Distributor / Customer** is obliged to follow the procedure set out in the Warranty Card.

**The Distributor / Customer** is obliged to participate in the Manufacturer's complaint review process if the complaint is reported to the Distributor / Customer by **the End User**.

## 8. Conditions for acceptance of a complaint

The Customer is obliged to report a complaint about a Product covered by the warranty to the Manufacturer as soon as the circumstance justifying the complaint is discovered if the Customer has purchased the Product directly from the Manufacturer or a Distributor.

A complaint shall only be considered if the Customer submits the complaint directly to the Manufacturer, if it has purchased the Product from the Manufacturer, or through a Distributor, if it has purchased the Product from the latter, including all information set out in the complaint form made available by the Manufacturer.

Furthermore, the Customer or Distributor are obliged to provide all the data and information requested by the Manufacturer to investigate the complaint, in particular such data as make possible the identification of the Product, to provide the Manufacturer with requested samples of the defective Product, and to allow the



Manufacturer access to the location of the Product to which the complaint relates or to the place where the Product was used or installed.

For a complaint regarding the quantity of Products and/or transport damage (subject to the time limits arising from transport law, if such time limits are shorter) to be investigated and accepted, it must be filed by the Customer **within 7 working days** from the date of receipt. The customer is required to examine the Product and ensure its conformity with the transport documents when the Product is delivered by the carrier, but not later than at the time of unloading. Any discrepancies or concerns should be recorded in the CMR document or other document prepared in accordance with transport law. The Customer is also obliged to draw up a discrepancy report which must be signed by the carrier and the Customer's authorized representative. The manner of compensating for the differences in quantity shall be agreed by the Parties. Failure to meet these requirements by the Customer shall result in the forfeiture of any related claims.

Any complaints regarding the quantity of the Product in a specific package where a short or excess quantity could not be identified at unloading (including but not limited to where the product ends have not been tampered with or where the weight does not correspond to the weight given in the transport documents), should be reported by the Customer **within 7 working days** from the date the short or excess quantity was discovered, but not later than 6 months from the date of receiving the Product from the carrier. Such complaint should include a document prepared by the Manufacturer and signed by its authorized representative in order to be valid. The manner of compensating for the differences in quantity shall be agreed by the Parties. Failure to meet these requirements by the Customer shall result in the forfeiture of any related claims.

In case of suspected Product defects, the Customer should file a complaint following the process outlined above within 3 days from the date on which the defects were discovered. The complaint must be filed during the warranty period.

**The Manufacturer** shall investigate a complaint made by the Customer within the time limit arising from the contract signed by the Manufacturer under which the Product was sold and only once all required documents and information are provided.

**The Manufacturer** shall investigate any complaints under the warranty only during the warranty period.

## 9. Exclusions from the warranty

The warranty excludes in particular any defects due to:

- normal wear and tear
- use of the product contrary to its intended purpose, properties, terms of use or the Manufacturer's instructions
- excessive power or mechanical load



- construction or installation work carried out contrary to applicable rules set out in relevant legislation and standards, by unauthorized persons, or contrary to good construction practices and installation guidelines
- chemical, electrochemical and electrical factors
- mains-related overvoltage
- failure to comply with the Manufacturer's rules for transport, storage and warehousing of products
- and in relation to the Product that does not have the identification characteristics; in particular, any indication identifying the Product as originating from **the Manufacturer**.

The warranty also excludes the consequences of:

- natural disasters (forces of nature)
- unauthorized modifications by **the Customer or End User**
- mechanical damage, resulting in particular from transport of a device of which the Product forms part.

## 10. The Manufacturer's liability

Whenever a complaint is accepted or any other liability of the Manufacturer for the Product is established, the Manufacturer's liability shall be limited to the obligation to repair or replace the Product. Such repair or replacement shall be to the least extent necessary to separate the Product from the batch sold and only to the degree required to preserve the Product's fitness for its intended use.

The Manufacturer's liability under the warranty shall be limited to the value of that part of the Product that would have to be repaired or replaced, such value to be determined on the basis of the price paid to the Manufacturer for the Product which the complaint concerns.

This limitation shall not apply to liability for damages caused by the Manufacturer's wilful misconduct or to consumer rights, if they are provided for by law.

Notwithstanding the limitation of liability referred to above, the Manufacturer shall not be liable for any loss of benefits that the Customer or Distributor could have obtained or for any loss of data.

## 11. Deviations from the warranty policy

Deviations from the Manufacturer's general warranty policy are permitted but may only be granted in writing in agreements to which the Manufacturer is a party; otherwise any deviations shall be null and void.

Date: 17 October 2022

Management Board of TELE-FONIKA Kable S.A.