

THE WARRANTY POLICY OF TELE-FONIKA KABLE GROUP

1. Definitions

<i>Manufacturer:</i>	one of the factories belonging to the TELE-FONIKA KABLE GROUP
<i>Supplier:</i>	TELE-FONIKA KABLE or one of its subsidiaries belonging to the TELE-FONIKA KABLE GROUP.
<i>Authorized Partner / Purchaser:</i>	Distributor possessing a warehouse and logistics facilities, purchasing and distributing products from Suppliers
<i>Customer / Purchaser:</i>	a company, which has completed a direct purchase of the Product from the Suppliers or from the Authorized Partners.
<i>Final User / Purchaser:</i>	refers to a natural person or entity that purchases or receives a product for his own personal use and not with the goal of selling.
<i>Documentation:</i>	Documents of warranty (including Warranty Certificates, instructions for transportation, storage and disposal), provided together with the product.
<i>BOK:</i>	Customer Service
<i>Products:</i>	Cables and electrical wires produced by the Manufacturer and/or being in the offer of the sale of the Supplier, hereinafter called Cables
<i>Specification:</i>	a document 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 / Authorized Partner / Final User in connection with the product under warranty or after warranty, being the subject of separate agreements, including, but not limited solely to technical issues (installation, maintenance, implementation, analysis, research, etc.).

2. The purpose of the document

The purpose of this document is to define the scope and rules of the liability of the TELE-FONIKA KABLE GROUP hereinafter called TELE-FONIKA KABLE for the

goods covered by the warranty, as well as to identify the various steps in the proceedings of the guarantee. Warranty policy is an integral part of the complaint policy of TELE-FONIKA KABLE and is implemented with support from the Technical Department.

3. Strategic quality goals of TELE-FONIKA KABLE

The strategic objective of TELE-FONIKA KABLE is to provide its **Customers /** defined **Purchasers** with reliable products of the highest quality, environmentally and human friendly. To achieve this goal, necessary both for the TELE-FONIKA KABLE and for its customers is an unambiguous definition of warranty policy in the TELE-FONIKA KABLE GROUP.

The aim of the policy and of the rules of granting the guarantee is the handling the **Customer /** defined **Purchaser's** complaints, regarding the products covered by the guarantee, which ensures reliable and prompt consideration of them, the safety of the interest of the **Customer** and of the **Supplier**, and the introduction of corrective measures having the goal of eliminating the source of a warranty claim with the same or similar character in the future.

4. The scope of the Warranty Policy

The Warranty Policy of TELE-FONIKA KABLE includes within its scope all of the goods delivered to the defined **Purchasers**.

Regional variants of the Warranty Policy as far as they are necessary and required by local law are presented in separate documents, published on the official website of the **Supplier**.

5. The period of updating of Warranty Policy

The reviewing and updating of the rules for the global warranty policy will be made every three years or in every case when the repeating business processes require the changes to be made.

6. The range of Warranty Policy

The Warranty Policy of TELE-FONIKA KABLE covers in its range all of the countries to which the **Supplier** sells and supplies, or in which the products of the **Manufacturer** are placed.

7. Supplier Commitments

The Supplier guarantees that the products offered are free from defects and will fully comply with the relevant standards or specifications agreed amongst the parties.

The Supplier is responsible for product defects discovered after the sale to the defined **Purchasers** as far as they have arisen from reasons inherent previously in products and as far as this has become apparent during the warranty period.

After that date, the rights of the **Purchaser** under the guarantee shall expire.

The Supplier guarantees the delivery of products supplied by him for a period consistent with the rules of granting the warranty in relation to particular categories of products as of the date of the sale.

The time required for the repair or replacement of the defective product will depend in each case on the type of defect, and the circumstances of its occurrence, by taking into account the conditions specified in the contract or the confirmed order.

In the case of the completion of a replacement delivery, the defined **Purchaser** is required to return defective items upon every request of the **Manufacturer / Supplier** unless the Parties specify another way of proceeding with this under a separate written agreement.

Beyond the warranty period, the **Supplier** also agrees to provide the **Customer / Final User** with support in the scope of post-warranty service, such as the supplying of spare parts for a fee, help in finding the right repair company or technical advice for a fee in accordance with the current commercial offer of the **Supplier**. For each query of this type the **Supplier** submits the commercial offer unless the scope of the expected post-warranty service goes beyond the capabilities of the **Supplier**.

8. The Obligations of the Authorized Partner / Customer / Final User

The Authorized Partner / Customer is required to use products for the purpose specified by the **Manufacturer** and to follow the principles of the transportation, warehousing, storage, and installation of the products.

The Authorized Partner / Customer is required to follow the complaint procedure.

The Authorized Partner / Customer is required to carry out the complaint procedure on behalf of the **Final User** and to obtain from him all the necessary information needed to complete the procedure by the **Supplier**.

9. The Conditions of the Recognition of the Warranty.

In the case of a complaint concerning a product covered by the warranty, the defined **Purchaser** is obliged to report it to the **Supplier** from whom he has purchased the Product.

To consider the complaint, the defined **Purchaser** is obliged to send the complaint form, or enable an employee of the **Supplier** to fill it in.

The defined **Purchaser** who is the party in the complaint procedure is required to share all data, ensuring the proper processing of the complaint including the identification the product and on the request of the **Supplier** to send samples and / or enabling access to the place where the defective product is located.

In the case of product defects, the defined **Purchaser** should submit a complaint in

writing within 3 days of the date when the defects were revealed. The complaint must be filed within the warranty period.

The Supplier will investigate a complaint made by the defined **Purchaser** on the dates resulting from the provisions of the contract or applicable legal regulations (unless because of justified technical or logistical reasons, or because of the circumstances beyond control this is won't be possible).

The Supplier's liability is limited to the repair or replacement of the defected part of the product, unless the Parties agree otherwise in a separate agreement.

The Purchaser should attach to the complaint the evidences of the quality defects, and on request of the **Supplier** should send a sample of the defective product.

In order to determine the cause of the complaint, the cooperation between the **Supplier** and the defined **Purchaser** is necessary.

The Supplier will consider complaints related to its warranty obligations only during the warranty period.

10. Exemptions from Warranty Policy

Defects within the understanding of the warranty policy in particular are not defects resulted from:

- natural use
- use of the product not intended for its purpose, properties, or rules of use, instructions or standard practice,
- excessive power-driven load,
- unprofessional building works,
- chemical, electrochemical or electrical influences,
- surges in the energy grid,
- consequences of non-compliance with the rules of transport, storage, and warehousing of products,
- and also in relation to a product which is not possessing the properties enabling its identification as a product originated from the **Manufacturer**.

All products returned for repair or warranty claim must be analyzed and identified as originated from the **Manufacturer**.

The warranty does not cover damage resulting from:

- natural disasters (the higher forces of nature)
- unauthorized modifications of the **Customer / Final User**
- mechanical damages associated with transport of the device which part is the product.

11. Supplier Responsibility

The Supplier's liability for defects is limited to the repair or the replacement delivery of the defective products or their parts.

The Supplier's liability under the guarantee may not exceed the price of the purchase of products, for which the **Purchaser** submitted the claim or the sum of

insurance of this specific event from an insurance policy of civil liability for the product PLI (Product Liability Insurance), from which the claim arises if this amount is higher than the purchase price. This limitation does not apply to liability for damages resulting from willful misconduct, and to the consumer rights as far as they arise from local law.

Regardless of the limitation of the liability referred to above, the liability of the **Supplier** does not include the benefits that the defined **Purchaser** could obtain, or loss of data if the possible damage had not occurred. This limitation does not apply to liability for damages resulting from willful misconduct and consumer rights as far as they arise from local law.

12. Deviations from Warranty Policy

This warranty policy applies to all Products provided by the **Supplier**. In justified cases arising from business decisions, there may be exemptions from the general warranty policy of TELE-FONIKA KABLE, by making appropriate provisions in contracts.

In the case of contracts where the terms and conditions of the guarantee have been granted on a different basis than under this warranty policy, the terms and provisions of the contract will have precedent importance.