

2N TELEKOMUNIKACE a.s. Complaint and Service Rules

I. General Information, Definition of Terms

1. The Complaint and Service Rules of 2N TELEKOMUNIKACE a.s., registration number: 26183960, registered office: Prague 4, Modřanská 621/72, 14301, entered in the commercial register maintained by Prague City Court, section B, entry no. 6613 (hereinafter the “**Company**”) shall regulate the **relations between the Company and the end user** during the provision of a warranty or post-warranty service and the parties’ procedure when a complaint is made regarding merchandise or a request is made for a post-warranty repair. These Complaint and Service Rules apply in warranty service matters to purchase contracts concluded between the Company and an end user on the basis of a reference to these rules contained in the confirmed order for the merchandise in question; in the case of object repair contracts as part of the post-warranty service these rules apply to object repair contracts on the basis of a reference to these rules contained in the Company’s confirmed service note (Part III, Article 1. below).

2. These Complaint and Service Rules shall be regulated by Czech law. The Complaint and Service Rules shall be used for all **complaints and Company service operations**, unless the contract between the Company and the end user, or the Company and the distributor, states otherwise or unless the product warranty certificate states otherwise.

3. For the purpose of these Rules the **end user** is a physical or legal entity that has purchased equipment from the Company or from its distributor for the purpose of its usual use. For the purpose of these Rules the **consumer** is an end user that on purchasing the equipment is not acting on behalf of its business or other entrepreneurial activities and does not for this purpose provide the Company with its registration number.

For the purpose of these Rules the **customer** is an end user or other entity using equipment manufactured or distributed by the Company that has ordered a post-warranty service for the equipment.

For the purpose of these Rules the **equipment** is any telecommunications equipment that bears the original “2N” label.

For the purpose of these Rules the **warranty service** is a repair to equipment as part of the warranty that is provided, specified in detail in the warranty certificate, carried out by the Company’s service department on the basis of a proper complaint regarding the equipment in accordance with Part II and Part V of these Rules.

For the purpose of these Rules the **post-warranty service** is any repair or adjustment to equipment carried out at the customer’s request or beyond the frame of the warranty guaranteed by Czech legal regulations and the manufacturer’s warranty certificate.

II. Warranty, Warranty Service

1. Unless it is stated otherwise in these Rules, the periods and other conditions for exercising the warranty for individual equipment, as well as the restriction and exclusion of the warranty, shall be governed by information and instructions contained in the warranty conditions that are part of the warranty certificate. The warranty period shall commence on the date that installation is carried out by an authorized service or installation firm, otherwise from the date that the end user takes possession of the merchandise. In the event of a justified complaint,

after it has been dealt with the warranty period shall be extended by the duration of the complaint proceedings. If merchandise is replaced a new warranty period shall commence on the day after the new merchandise is received. If merchandise is repaired the warranty period shall be extended by the period for which the product was in warranty repair.

2. The end user's cooperation is required for the proper handling of a complaint without delay consisting of the following points:

- A. Before sending merchandise to the Company the end user should first of all contact the Company's Technical Support on telephone number 261 301 111 or by e-mail: support@2n.cz. The Technical Support shall decide whether the merchandise needs to be sent for repair or whether the defect can be removed long-distance. If the merchandise needs to be sent to the Company's address the Technical Support shall make out a RMA no. ("Repair Merchandise Authorization") and send it together with the service note which, properly filled in and sent back, is necessary for receiving merchandise for repair.
- B. In order to make a complaint regarding merchandise the following must be sent:
 - a) the equipment that the complaint applies to
 - b) a properly filled in warranty certificate
 - c) a brief and factual description of the defect or how the defect manifests itself
 - e) a copy of the invoice.
- C. In the event of merchandise being returned or replaced the end user shall send the merchandise in its complete state, including components, manuals, documents, instructions and other accessories and in its original packaging. The Company shall be entitled to use a third party (service firm) to handle a complaint. Nevertheless in this case it shall be responsible for its performance as if it were carrying it out, or were obliged to carry it out, itself.

3. Removal of Defects

In the case of merchandise manufactured by the Company, the Company shall guarantee end users a 30-day period in which to repair merchandise. This period shall commence on the day that the equipment was received for repair, including all documentation according to Article 2., paragraph B. b) - e) of this part of the Rules (if the equipment is handed over without the aforementioned documentation, from the date that the documentation is handed over). In the case of resold merchandise the repair period shall be specified in the contractual terms of the Company's suppliers.

If the Company does not adhere to its obligation to carry out a warranty repair of equipment by the set deadline, the Company shall guarantee to replace the equipment with new equipment regardless of whether the defect can be repaired, within 14 days of the day after the day on which the repair should have been carried out.

In the case of a defect that cannot be removed the Company shall guarantee to replace the equipment with new equipment within 30 days. This period shall commence on the day that the equipment was received for repair, including all documentation according to Article 2., paragraph B. b) - e) and paragraph C of this part of the Rules (if the equipment is handed over without the aforementioned documentation, from the date that the documentation is handed

over). In the case of resold merchandise the replacement period shall be specified in the contractual terms of the Company's suppliers.

The provisions of Sections 436 and 437 of Act 513/1991 Coll., the Commercial Code (the "**Commercial Code**") shall not be used.

4. The repair shall be carried out at the Company's service repair shop at the address: Modřanská 621/72, 143 01 Prague 4, unless it is arranged otherwise in the warranty note or by agreement between the Company and the end user. If the equipment is transported from the end user to the Company's service shop and back by a third party, the end user shall pay for the transportation to the service shop and the Company shall pay for the transportation of the repaired or replaced equipment back to the end user.

5. If it is subsequently found that the complaint does not fulfill the conditions for warranty service according to the warranty conditions contained in the warranty note or in these Rules, the end user shall be asked within 30 days (of receiving the equipment for warranty repair, including all documentation according to Article 2. of this part of the Rules) to conclude a contract according to Part III., Article 1. of these Rules and the relationship between the end user and the Company shall then be governed by Part III. Of these Rules; the end user shall also be entitled to collect merchandise that has not been repaired. If the end user does not react in any way to the Company's service, the procedure according to Part IV., Article 1. of these Rules shall be used.

6. The complaint period shall commence on the first day after the day on which the merchandise is received and shall end on the day that the complaint is dealt with. A repair shall be considered to be completed and a complaint dealt with on the day that the equipment is handed over for transportation to the end user or on the day that a warranty repair is carried out on the end user's premises or on the day when the end user is notified that it can collect the repaired merchandise.

7. The due removal of a defect by repair or replacement and the handover of repaired or replaced equipment to the end user shall be confirmed in writing by the end user and the Company in a complaint protocol (including how the complaint was dealt with), with the exception of a situation where the equipment is handed over for transportation to the end user. If the equipment is handed over for transportation, once the complaint has been handled one copy of the complaint protocol, stating how the complaint was dealt with, shall be sent to the end user. Any further complaint regarding *replaced* merchandise shall be made by the end user on the basis of this complaint protocol which supplements these Complaint and Service Rules. In this case any further complaint shall be considered the first complaint regarding this merchandise.

8. If, during the assessment of a claimed defect, the Company finds that there is no reason for the complaint, it shall notify the end user of this fact in writing without unnecessary delay and send the merchandise to the end user's original address and, as appropriate, with all relevant components, manuals, documents, instructions and other accessories according to the original order. In this case the Company shall also be entitled to charge the purchaser the work necessary for the assessment and handling of (including sending) the unjustified complaint at a rate of 870 CZK for each commenced hour of work, as well as the costs for returning the merchandise to the end user. In the event of an unjustified complaint the warranty period shall not be extended by the period it took to deal with the complaint.

9. The warranty doesn't cover connected HW and SW which is not 2N original and which is made after time of purchase. And in addition to the restriction and exclusion of warranties according to Article I., paragraph 4) of the warranty certificate the warranty does not apply to defects and other damage to merchandise caused by:

- a) bad assembly, construction or assembly that is contrary to the instructions for the merchandise (assembly)
- b) excessive mechanical wear and tear or other mechanical damage to the merchandise, unprofessional or inappropriate handling, including excessive loading, or use contrary to the contents of the instructions for the merchandise
- c) the effects of electrical overvoltage in the supply system (for example, visibly burnt components) or a power failure
- d) using the merchandise in conditions that due to the heat, amount of dust, humidity, chemical and mechanical influences are not in keeping with the environment or usual conditions for the use of the particular merchandise
- e) unqualified interference or replacement of the merchandise's parameters by the end user (mechanical interference, dismantling, etc.), recording of incorrect firmware
- f) natural influences or acts of God
- g) wear and tear caused by usual use.

10. In the case of an extended warranty there are the same rules as for the standard two years warranty. The extended warranty covers, and applies to production and material defects of the merchandise, which will show during warranty and extended warranty period. Doesn't apply to SW defect, which has not been reported by the customer in the 2 years period after the purchase date. In the case of the extended warranty 2N reserves the right to settle the claim by exchange for new comparable equipment.

III. Post-warranty Service

1. The Company shall provide end users and other entities that require the repair or alteration of equipment manufactured or distributed by the company with a post-warranty service. In the case of a post-warranty repair the customer and the Company shall conclude an object repair and alteration contract. The contract shall be concluded as soon as the properly filled in service note is received by the Company's service department and its confirmation is sent to the customer by e-mail, fax or via communication on the Company's website; the contract shall be concluded without specifying a price.

2. The customer's cooperation shall be required in order for a post-warranty repair to be handled properly and without delay. This shall include sending the equipment that is to be repaired and a brief and accurate description of the defect, as well as information regarding whether the customer wishes all diagnosed defects to be repaired or only the repair that it has specified to be carried out. If the customer neglects to state the specifications of the repair and it is not clear either from the service note, via which it ordered the repair, it shall be assumed that the customer wishes a complete repair to be carried out.

3. In justified cases the Company shall have the right to withhold equipment in order to ensure payment of the amount owed for the post-warranty repair of the equipment, including accessories and the costs for the repair. In the event that the Company's service department

exercises its right of retention the parties' rights and obligations shall be governed by Section 175 et seq. of Act 40/1964 Coll., the Civil Code.

4. The Company shall provide a six-month warranty for repair work.

5. Merchandise shall be received for repair at the Company's service repair shop at the address: Modřanská 621/72, 143 01 Prague 4. If equipment is transported from the customer to the Company's service shop and back by a third party, the customer shall pay for the transportation to and from the service shop. The customer shall also pay any other costs involved in transporting the repaired equipment.

6. A repair shall be considered to be completed (depending on the requirements specified in the service note) on the day that the equipment is handed over for transportation to the customer or on the day that a post-warranty repair is carried out on the customer's premises or on the day when the customer is notified by e-mail sent to the customer's email address given in the service note that it can collect the repaired merchandise.

7. The due completion of a repair and the handover of repaired equipment to the customer shall be confirmed in writing between the customer and the Company, with the exception of a situation where the equipment is handed over for transportation to the customer. If the equipment is handed over for transportation, once the complaint has been dealt with notification (confirmation) of the repair shall be sent to the end user.

IV. Other Rights and Obligations of the Company and Customers, or End Users

1. Unless equipment is transported from the Company's service shop by a third party, the customer or end user that handed the equipment over for warranty or post-warranty repair shall be obliged to collect the repaired equipment within one month of the end of the period by which the service should have been carried out, and if this service was carried out later, within one month of notification of it having been carried out. If it does not do so, it shall pay a storage charge according to the Company's current price list, at a rate of 100 CZK for each commenced day of the storage. If the customer or the end user does not collect the equipment within 6 months of the date on which it was obliged to collect it, the Company shall have the right to sell the equipment. If uncollected equipment is sold, the customer or end user shall be paid the proceeds of the sale after the cost of the repair, the storage charge, the costs for the sale and the costs for the transfer of funds to the customer or end user have been deducted. The customer or end user must claim its right to the proceeds from the Company in writing.

2. At the customer or end user's request a repair may also be carried out other than at the Company's service repair shop. In such a case, however, the customer shall also pay the Company, both for warranty and post-warranty repairs, travel expenses (see the rates below) according to the distance to where the repair is carried out and back.

Transport (passenger car - prices per 1 km)

1. Out of town 11 CZK
2. In town 13 CZK
3. Time spent on the journey (hour) 300 CZK

On a written request transport in Prague can be invoiced at a fixed rate of 650 CZK.

V. Separate Section concerning Consumers

1. This part of the Complaint and Service Rules apply only to purchase contracts concluded in accordance with the Civil Code, i.e. in the case of an end user that is a physical entity - a consumer. This part of the Complaint and Service Rules therefore do not apply to contracts concluded between the Company and (i) a firm – commercial company, (ii) an entity according to Section 261, paragraph 2 of the Commercial Code, or (iii) a physical entity - entrepreneur; in these cases only the other parts of the Complaint and Service Rules are used.

2. Regardless of the above, unless this part of the Complaint and Service Rules states otherwise, the provisions of the Complaint and Service Rules according to **Parts I., II. and IV.** also apply to this part which lays down separate conditions for the duration of the warranty, the division of costs for exercising it, and the procedure for removing merchandise defects.

3. This part of the Complaint and Service Rules, as far as the information contained in them is concerned, also fulfils the function of the warranty certificate, in conjunction with the details contained in the relevant invoice for each individual consignment containing merchandise. The provision of a warranty shall not affect the consumer's rights that are attached to the purchase of merchandise according to separate legal regulations.

4. The warranty shall be for 24 months unless a longer period is stated in the warranty conditions that are part of the warranty certificate. The costs for dealing with a justified complaint shall be borne by the Company.

5. Removable Defects

If it is a removable defect the consumer shall have the right to have the defect removed free of charge. If the removal of the merchandise defect is not in proportion to the nature of the defect, the consumer shall have the right to have the merchandise replaced with other merchandise with the same parameters. If the merchandise is not in the warehouse on the day the complaint is made, the Company shall guarantee to replace the merchandise with new merchandise regardless of whether the defect can be repaired. The merchandise shall be sent to the consumer at the Company's expense.

6. Defects that cannot be removed

If it is a defect which cannot be removed and which is preventing the merchandise from being used as merchandise without a defect, the consumer shall have the right to have the merchandise replaced.

7. A complaint, including the removal of a defect, shall be dealt with within 30 calendar days unless a longer period is agreed with the consumer. The start of the period shall be dependent on the documentation according to Part II., Article 2. of these Complaint and Service Rules being submitted. Part II., Article 7. shall be used similarly.

8. This part of the Complaint and Service Rules is compiled in accordance with the appropriate provisions of the Civil Code and the Consumer Protection Act 634/1992 Coll.

VI. Final Provisions

- 1.** These Complaint and Service Rules shall become valid and take effect on **01.09.2011** and shall be valid for an indefinite period. Long-distance means of communication, namely e-mail, fax or communication on the Company's website can be used for communication according to these Complaint and Service Rules.
- 2.** If more than one version of these Complaint and Service Rules exists during the handling of a warranty or post-warranty repair the complaint shall be governed by the wording that was available on the Company's website at the time the Company received the complaint for handling at the address: www.2n.cz.
- 3.** The Company reserves the right to amend these Complaint and Service Rules with effect as of the date that they are published on the Company's website.