



5 YEAR LIMITED HARDWARE WARRANTY

Warranty Coverage

2N TELEKOMUNIKACE a.s. ("2N") warrants the original purchaser (e.g. the distributor) that the 2N hardware will comply with the applicable 2N specifications and will be free from defects in design, workmanship and materials under substantiated normal use and service for a period of **five (5) years** from the date of shipment from 2N's premises to the original purchaser, subject to the exclusions and limitations set out below. For batteries, 2N warrants a lifespan of **six (6) months** from the date of shipment from 2N's premises to the original purchaser.

This warranty ("**Warranty**") is only applicable to the 2N hardware and accessories included with the 2N Hardware on the date of the original purchase (jointly referred to as "**2N Hardware**").

Notwithstanding the foregoing, 2N shall fulfil its product liability obligations within the scope of the applicable laws and in accordance with the agreement with the original purchaser (if any).

The original purchaser shall without undue delay notify 2N of any defect that appears in the 2N Hardware. Failure to notify 2N of said defect shall mean that the original purchaser loses the right to have the defect remedied. A valid form of bill of sale or receipt, substantiating the purchase and the date thereof, must be presented to 2N within the warranty period to obtain warranty service. The sole remedy of the original purchaser and 2N's sole and exclusive liability shall be limited to, at 2N's sole discretion, either repair of the 2N Hardware (e.g. by using new or refurbished replacement parts), or replacement of the 2N Hardware with functionally equivalent device. The original purchaser shall be responsible for all costs and expenses incurred by the original purchaser, including without limitation any handling, labour or transportation costs in connection with the warranty claim. Repaired 2N Hardware or replacement hardware products will be warranted under the terms set forth herein for the remainder of the original warranty period. When the 2N Hardware or part thereof is replaced, all products or parts thereof that are replaced shall become the property of 2N. This Warranty is applicable in all countries and may be enforced pursuant to 2N's Complaints and Service Code. For more information please visit: https://www.2n.com/en_GB/complaints-and-service-code.

This is the complete warranty for 2N Hardware sold to the original purchaser. 2N assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an authorized 2N's officer, typically the CEO or CSO.

Exclusions and Limitations

This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the 2N Hardware, and specifically does not cover:

- a) Defects, non-compliance, or damage resulting from use of the 2N Hardware for a purpose for which it was not designed or intended, including the use of the 2N Hardware in other than its normal and customary manner or environment (including, but not limited to, temperature, dustiness, humidity, chemical and mechanical influences of the environment), use of the 2N Hardware contrary to the product manual and/or other 2N's (manufacturer's) instructions, or excessive mechanical wear or other mechanical damage to the 2N Hardware, unprofessional or inappropriate handling, including excessive loading,
- b) Defects, non-compliance or damage resulting from misuse, abuse, accident (including impacts of any natural phenomena and other force majeure events, spills of food or liquid, electrical overvoltage, power failure, lightning strike, etc.), or negligence by any party other than 2N (including, for example, neglecting periodic maintenance).
- c) Defects, non-compliance, or damage resulting from improper programming, installation, assembly, testing, operation, maintenance, servicing, repair, adjustment, or any alteration or modification of any kind (including subsequent upgrades and enhancements) by any party other than 2N.

Furthermore, the Warranty does not cover:

- a) Normal wear and tear or deterioration.

- b) Complaints about device parameters that are not listed in the user manual or in other commercial technical documentation of the company or binding technical standards; complaints about the parameters and properties of the 2N Hardware listed in overview catalogues and promotional leaflets, in which the right to change parameters that may change the behaviour of the 2N Hardware in an insignificant way is specifically reserved; and/or any typographical errors and inaccuracies in overview catalogues or promotional leaflets.
- c) Necessary service inspections and service interventions in the scope of user settings, cleaning or other intervention, which, according to the instructions for use, is listed among the activities provided by the end customer as part of the normal way of use, or routine equipment maintenance.
- d) Costs and expenses, including without limitation handling, labour and transportation, incurred in returning 2N Hardware for warranty service to 2N's Service Point.

The Warranty claim also cannot be recognized if:

- e) The 2N Hardware was disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim, including the situations where the model or serial number of the 2N Hardware has been altered, removed, defaced, or otherwise made illegible.
- f) There are alleged defects, non-compliance, or damage that are unable to credibly demonstrate or otherwise substantiate when making a claim.

Unless made in separate written agreement between 2N and the original purchaser, 2N does not warrant the installation, field maintenance or service of the 2N Hardware or parts.

2N IS NOT RESPONSIBLE IN ANY WAY FOR ANY ANCILLARY EQUIPMENT NOT FURNISHED BY 2N WHICH IS ATTACHED TO OR USED IN CONNECTION WITH THE 2N HARDWARE OR FOR OPERATION OF THE PRODUCTS WITH ANY ANCILLARY EQUIPMENT AND ALL SUCH EQUIPMENT IS EXPRESSLY EXCLUDED FROM THIS WARRANTY. FURTHERMORE, 2N IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCTS RESULTING FROM THE USE OF ANCILLARY EQUIPMENT NOT FURNISHED BY 2N FOR USE WITH THE 2N HARDWARE.

WHEN THE 2N HARDWARE IS USED IN CONJUNCTION WITH ANCILLARY OR PERIPHERAL EQUIPMENT NOT MANUFACTURED BY 2N, 2N DOES NOT WARRANT THE OPERATION OF THE PRODUCT/PERIPHERAL COMBINATION, AND 2N SHALL HONOR NO WARRANTY CLAIM WHERE THE PRODUCT IS USED IN SUCH A COMBINATION AND IT IS DETERMINED BY 2N THAT THERE IS NO FAULT WITH THE 2N HARDWARE. 2N DISCLAIMS LIABILITY FOR RANGE, COVERAGE, AVAILABILITY, OR OPERATION OF THE CELLULAR SYSTEM OR INTERNET CONNECTION WHICH IS PROVIDED BY THE RESPECTIVE CARRIER.

This Warranty does not apply to 2N Hardware that was purchased "as is" or where 2N or another seller (e.g. distributor or reseller) expressly has disclaimed their warranty obligation pertaining to the product. Furthermore, this Warranty only applies if and to the extent that it is not in conflict with applicable export control regulations, sanctions or embargos.

Notwithstanding anything to the contrary herein, for certain of 2N Hardware (or part of an 2N Hardware), the period under which this Warranty applies, shall be limited to **one (1) or three (3) years** (counting from the date of shipment from 2N's premises to the original purchaser) (jointly referred to as "**Limited Warranty Period**"), if and in accordance with such Limited Warranty Period that is stated in the applicable technical data sheet or information on the product page for the respective 2N Hardware (the product documentation is available at https://www.2n.com/en_GB/products).

For 2N Hardware shipped out from 2N's premises after the discontinuation date for such 2N Hardware (as communicated by 2N in the product discontinuation/end-of-life statement), the Limited Warranty Period shall be **three (3) years** from the date of shipment from 2N's premises to the original purchaser.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND 2N WITH RESPECT TO THE 2N HARDWARE AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. THIS EXPRESS WARRANTY IS NOT PROVIDED TO THE ORIGINAL PURCHASER'S CUSTOMERS, USERS OF THE 2N HARDWARE OR ANY OTHER PERSON. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 2N DISCLAIMS

AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FURTHER, AS THE CELLULAR CARRIER IS NOT CONTROLLED BY 2N, NO WARRANTY IS GIVEN AS TO COVERAGE, AVAILABILITY, BLOCKING SIM CARDS, GSM MODULES IN ANY WAY (E.G. IMEI BLOCKING) OR GRADE OF SERVICE PROVIDED BY THE CELLULAR CARRIER. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIODS IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER 2N NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF DATA, LOSS OF PROFIT OR SAVINGS, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. 2N'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE 2N HARDWARE. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law and Applicability

- This Warranty is governed by and construed under the laws of the Czech Republic without regard to its conflicts of laws' provisions.
- This Warranty is only applicable to 2N Hardware shipped out from 2N's premises from **January 1st, 2024**.
- This Warranty may be subject to 2N's change at any time.
- This Warranty shall apply unless otherwise specified in a written agreement between 2N and the original purchaser.

Software Provisions

This Warranty shall be applicable to the 2N Hardware only and no warranty for software hereunder is provided.

Laws in the Czech Republic and other countries may preserve for 2N certain exclusive rights for copyrighted 2N software such as the exclusive rights to reproduce in copies and distribute copies of such 2N software. 2N software may be copied into, used in and redistributed only with the product, for which it was designated by 2N. No other use, including without limitation, disassembly of such 2N software or exercise of exclusive rights in such 2N software is permitted and 2N reserves all rights not expressly granted in this Limited Commercial Warranty.