

ISO9001:		REV_2.0
Concern:		
Prepared:		

WARRANTY CARD OF ACTIVE EQUIPMENT

The Warranty was issued by:

FIBRAIN Sp. z o.o.
Zaczernie 190F, 36-062 Zaczernie

PRODUCT DETAILS UNDER WARRANTY											
Symbol:											
Invoice No. / Goods issue note:											
Product identification number:											
Warranty period months from the date of sale										
Date of goods issue:											
Quantity:											
Delivery documents: (* delete as appropriate)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px;"></td><td>Product Data Sheet</td></tr> <tr><td></td><td>Certificate of compliance</td></tr> <tr><td></td><td>Warranty Card with Complaint form</td></tr> <tr><td></td><td> </td></tr> <tr><td></td><td>other (please enumerate):</td></tr> </table>		Product Data Sheet		Certificate of compliance		Warranty Card with Complaint form				other (please enumerate):
	Product Data Sheet										
	Certificate of compliance										
	Warranty Card with Complaint form										
	other (please enumerate):										
Comments from the Quality Control Department											

.....
Signature of the person entitled
to issue the warranty

.....
Signature of the person entitled to
accept the warranty

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WARRANTY CARD – WARRANTY TERMS & CONDITIONS OF ACTIVE EQUIPMENT

According to the following Warranty Terms & Conditions, FIBRAIN sp. z o.o., hereinafter referred to as FIBRAIN, guarantees the first purchaser, purchasing the goods covered by the guarantee directly from FIBRAIN, in connection with his business activity, hereinafter referred to as the "Purchaser", a quality guarantee for the active equipment, hereinafter referred to as the "Equipment" if defects resulting from causes inherent in the sold things, appear during normal use of the Equipment in accordance with the instructions.

§1

FIBRAIN shall ensure the Purchaser about the compliance of the parameters of the Equipment, with technical documents of the Manufacturer or agreed in writing between FIBRAIN and the Purchaser additional requirements or deviations from the requirements, including the Service Script agreed by the Parties including the network topology in which the equipment is intended to operate with the number of services and parameters of these services for a defined number of customers, service configuration and security systems. Coordination of the Service Script is initiated by the Purchaser. In the absence of the agreement concerning the Service Script by the Parties to the day of issuing the sales note, the pre-installed software in the equipment is provided "as is", without any warranties either expressed or implied, and support operations concerning preinstalled software in the Equipment are undertaken by FIBRAIN on a voluntary basis.

§2

1. Subject to the further provisions of this warranty card, FIBRAIN grants the Purchaser a warranty of quality for the Equipment, whose period is counted from the date of issue the sales note. Warranty periods are listed in the table being Appendix 1 of these warranty conditions.
2. The warranty does not cover the obligation to remove errors in the software. FIBRAIN will provide all technical support and software updates based on the commitment to make every effort ("best effort"), unless FIBRAIN has expressly committed itself in a written contract to take specific actions, and these actions are sufficiently specified.
3. The obligation to repair errors in the software occurs only for Equipment with a Service Scenario agreed in writing and lasts 30 days from the date of purchase of the first Equipment model, unless a written agreement between the parties provides otherwise.
4. If FIBRAIN requires from the Purchaser information necessary to perform the warranty obligations, the period of performance of obligations does not start until the Purchaser provides the FIBRAIN service and/or support department with complete and correct information.
5. The Purchaser is obliged to check the Equipment against the Manufacturer's technical documents as soon as the Equipment is placed at the disposal of the Purchaser. It is the Purchaser's responsibility to check and confirm the interoperability of the Equipment with its infrastructure or network.
6. Submitting warranty claims to FIBRAIN does not suspend any of the Purchaser's obligations towards FIBRAIN, including the obligation to pay the price.
7. FIBRAIN is not liable for defects, damages or losses of any kind due to the fact that FIBRAIN relied on incorrect and/or incomplete data, information or specifications provided by or on behalf of the Purchaser.

§3

1. If FIBRAIN recognizes the warranty claim as justified, FIBRAIN may:
 - a) replace the Equipment with a product, with at least equivalent or better functions, at FIBRAIN's choice, built from new or previously used parts that are equivalent to new parts in terms of operation and reliability, or
 - b) repair the Equipment with new parts or previously used parts that are equivalent to new parts in performance and reliability or,
 - c) reduce the price of the Equipment.
2. In justified cases, FIBRAIN may propose an initial and temporary solution to problems ensuring trouble-free operation of the Equipment.

§4

1. The condition under which a complaint can be accepted, is obeying the rules concerning the transport, storage, installation and use of Equipment in accordance with industry conditions as well as with the requirements stated in the technical documents (Product Data Sheet, Installation guide, etc.) delivered with the shipment and available on www.fibrain.pl.

2. If the Installation guide is not included in the Equipment box or on the FIBRAIN website, please ask FIBRAIN for the current version.

§5

Upon transfer of ownership and risk to the Purchaser, he is responsible for accidental loss or damage to the Equipment.

§6

The Warranty covers Equipment defects resulting from causes inherent in the product. The Warranty does not cover normal wear and tear or change of equipment parameters resulting from:

1. Mechanical failures;
2. Damage resulting from non-compliance with conditions, namely: transport, storage, installation and operation defined in the standards, documents, and instructions listed in the norms, documents and instructions;
3. Random defects independent from the operating conditions (damage by rodents, flood, fire, radiation, magnetic field, damage resulting from an electrical short-circuit outside the electrical installation, high temperatures, the action of bacteria, pollution, electromechanical factors, etc.);
4. The use of products incompatible with the supplied hardware, technical requirements or industry standards;
5. Errors in software in relation to the Service Script agreed by the Parties, detected after the warranty period for software stated in Appendix 1.

§7

FIBRAIN does not guarantee the quality of the Equipment in the event of improper use, as well as bears no responsibility for any damage caused in the event of non-compliance with the conditions listed in § 4 of the warranty by both the Purchaser and the Third parties. FIBRAIN shall not be liable for indirect and consequential losses, lost or damaged data as a result of defect and the software installed in the Equipment and the Purchaser's system as well as lost benefits by the Purchaser, loss of time, loss of use of Equipment, usefulness for a particular purpose. FIBRAIN is not liable for damage to health, if it results from improper use of the Equipment.

§8

1. The Purchaser loses warranty rights if any implementations, modifications or changes to the design of the product have been performed by unauthorized persons, as well as in the event of fracturing, damaging, breaking or covering to prevent identification of the warranty seals, serial numbers or other identification marks of the Equipment. In addition, in case of the Equipment produced by DASAN Network Solutions Inc. or DASAN-Zhone Solutions Inc. manufacturer, the Purchaser loses his rights to warranty in the event of:
 - implementing any modifications to the files or system variables /bootloader of the Equipment, other than configuration levels provided by the producer in the technical documentation of the Equipment (User Manual);
 - connecting the Equipment to the GPON OLT (Optical Line Terminal), ONT devices (Optical Network Terminal) and ONU (Optical Network Unit) that are non-certified by FIBRAIN;

In this case, the Equipment will be returned to the Purchaser at his cost and risk.
2. FIBRAIN has the right to withhold the performance of warranty obligations towards the Purchaser until the Purchaser settles all overdue, required liabilities towards FIBRAIN (both in financial and other terms).

§9

The time at which the defect of the Equipment was discovered, the Purchaser is obliged within the warranty period, no later than 5 working days, contact with the Service Department and/or technical support

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under e-mail address: serwis@fibrain.pl or via helpdesk.fibrain.pl. Working days are considered to be days from Monday to Friday, within 8:00-16:00, excluding public holidays. The Service Department and/or technical support will attempt to solve the problem remotely. In the event when the action fails, the Purchaser is obliged to deliver the equipment, at his own expense to the Service Department within 3 days from the date on which it was impossible to solve the problem remotely. The equipment should be delivered in original packaging or substitute packaging that prevents damage during transport. The following must be sent together with the shipment:

- original equipment;
- a copy of proof of purchase;
- a complaint form attached to the warranty conditions and available on www.fibrain.pl together with detailed description of the fault which could permit mapping the notified defect and the ticket number from helpdesk.fibrain.pl.

In case when the Purchaser does not deliver all the items listed above, FIBRAIN reserves the right to refuse a warranty repair.

§10

1. FIBRAIN is obliged to examine the reported complaint and inform the Purchaser of its position or the need to take additional actions within 21 working days from the date of delivery of the Equipment together with the relevant documents mentioned in § 9, to the Service Department and/or technical support. This term may be extended by the time taken to perform the detailed technical research or tests verification, conducted by FIBRAIN's Technical Department or the Manufacturer. If necessary, the Purchaser at the agreed time, is required to provide the place for installation of the Equipment, in order to make technical research and verification and provide FIBRAIN with the devices and/or tools necessary to carry them out. After research and testing FIBRAIN draws up a protocol that forms the basis of recognition by FIBRAIN warranty claims.

2. The total time of the complaint examination cannot exceed 30 working days from the date of delivery of the Equipment to the service department and/or technical support department. If the complaint is justified, FIBRAIN will perform its obligations under this Warranty Card within 30 working days from the date of accepting the complaint.

§11

If tests and researches carried out by the FIBRAIN Service Department and/or technical support do not confirm the existence of the defect or complaint for the reasons described in this warranty will not be acknowledged, FIBRAIN reserves the right to charge the Purchaser for the relating costs (including return shipping). FIBRAIN, when dealing with complaints, reserves the right to update the software preinstalled on the hardware, without the consent of the Purchaser.

§12

FIBRAIN responsibility is limited to the removal of the defect or delivery of defect-free Equipment, to the place of delivery. In the case of replacement of all or part of the Equipment covered by the warranty, defective equipment or its components, upon completion of the exchange, becomes the property of FIBRAIN.

§13

The Parties exclude the FIBRAIN's statutory liability (rekojmia). FIBRAIN maximum liability under the warranty, as well as overall responsibility for damages associated with the delivery of a defective product cannot exceed the purchase price of the Equipment resulting from the sales document, in respect of which a claim is made. The Purchaser cannot transfer the rights and obligations arising under this warranty to third parties without the prior consent of FIBRAIN expressed in writing to be valid.

§14

1. The Purchaser is aware and declares that all information received from FIBRAIN that is confidential or should be treated as confidential is kept secret by him. The Purchaser declares that he will not disclose any such information to a third party. The Purchaser will only use the confidential information for the purpose for which it was provided to him. Information is considered confidential, whether or not the information is specifically marked as confidential.

2. The software is protected by copyright and may not be made public without the written consent of FIBRAIN. The Purchaser may install the software provided by FIBRAIN only on devices provided by FIBRAIN and with the consent of FIBRAIN.

3. Any attempts to analyze the software, decompile or install it on devices other than those provided by FIBRAIN are prohibited.

4. The Purchaser is obliged to inform about any cases known to him in which the intellectual property rights of FIBRAIN may have been infringed in relation to the Hardware or Software provided to him by FIBRAIN.

§15

1. All statements, queries and other related to the implementation of the warranty, where no strictness of nullity is reserved, shall be submitted by the parties in writing or electronically (via e-mail with acknowledgment of receipt), the moment of receipt of electronic confirmation, will be treated as a moment of effective delivery.

2. **These warranty conditions are available on www.fibrain.pl and concern the Equipment purchased from FIBRAIN after 5th January 2023.** The Warranty Card will be issued to the Purchaser on paper or on another durable medium, upon request. In matters not regulated in the Warranty Card, the provisions of Polish law shall apply. This warranty applies only to Purchasers who are not consumers. For Purchasers who are consumers, the Parties shall apply only those provisions which are not contrary to applicable law, in particular, they do not constitute a prohibited contractual clauses within the meaning of art. 385¹ of Civil Code. In matters not covered by this warranty, the art. 577 of the Act of 23 April 1964 Civil Code (Journal of Laws 1964 No. 16, pos. 93, as amended.) and following articles are applicable.

3. The Purchaser shall have the right to extend the service care, which may include software, technical support or access to spare parts, by purchasing the service for an additional fee, on the terms described in a separate agreement. In order to determine the details of the purchase and the decision regarding the qualification of the Equipment for the extension of service care over the software, the Purchaser is obliged to contact FIBRAIN.

4. Working days within the meaning of this Warranty Card are from Monday to Friday, 8am to 4pm, excluding bank or public holidays.

5. In the event that any provision of these warranty conditions was or would become invalid, the validity of the warranty remains effective, and the remaining part of the warranty shall not be affected. The invalid provision will be replaced by another, legally indisputable one.

Date: 05.01.2023 v02

Appendix 1. Table with warranty periods

Producer /Type of product	Hardware, material defects	Software, unless the license provides otherwise
FIBRAIN optical modules SFP/SFP+/XFP/X2/XENPAK	24 months	30 days
FIBRAIN media converters	24 months	30 days
HALNY Networks	12 months	30 days
DASAN Network Solutions Inc and DASAN-Zhone Solutions Inc.	12 months	0 days
Other products not listed above	12 months	0 days

Appendix 2. Model of Complaint Form

Typ ISO9001:		REV_2.0
Concern:	Active equipment	05.01.2023
Prepared:	05/01/2023	

FIBRAIN Sp. z o. o
Technical Support Department – complaint service

Zaczermie 190F
36-062 Zaczermie, Poland
Tel: +48 17 86 60 850 Fax: +48 17 86 60 810
Mailbox: serwis@fibrain.pl

COMPLAINT FORM
OF ACTIVE EQUIPMENT

DATE OF ISSUE:
COMPLAINT NO.(*) :

PURCHASER DETAILS:		
Company:		
Address:		
Telephone / fax:		
Person responsible for handling complaint:		
Contact data (tel. / email):		
PRODUCT DETAILS:		
Symbol:		
Invoice No. / Goods issue note:		
Serial number:		
DETAILED DESCRIPTION OF THE DEFECT:		DETECTED ON:
Attachments: (please mark X in the appropriate boxes)	<input type="checkbox"/>	Copy of proof of purchase
	<input type="checkbox"/>	Control measurement results confirming the defect
	<input type="checkbox"/>	other (please enumerate):
	<input type="checkbox"/>	other (please enumerate):
Solution proposal:	Company seal and signature of the person entitled to issue the complaint:	
(*) Please contact with Service Department to establish the complaint number or entering the ticket number from helpdesk.fibrain.pl		