

WARRANTY TERMS & CONDITIONS OF HALNY EQUIPMENT

According to the following Warranty Terms & Conditions of Halny, Importer guarantees the customer who purchases directly from HALNY Importer products covered by the guarantee, in connection with his business activities, hereinafter referred to as "the Purchaser", warranty of quality for the active equipment marked with HALNY or HALNY NETWORKS that is placed in its original packaging, hereinafter referred to as "the Equipment" if defects arising from causes inherent in the sold item appearing during normal use the Equipment in accordance with the HALNY instructions, occur within the warranty period. This warranty is only applicable in the countries of the European Union and EFTA countries. In the case of purchasing the Equipment outside the territorial scope specified in the warranty, in order to obtain information on warranty service, please contact HALNY.

§1

HALNY shall ensure the Purchaser about the compliance of the parameters of the equipment for which the Warranty Card is issued, with technical documents of the Manufacturer or agreed between HALNY 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 it is", without any warranties either expressed or implied, and support operations concerning pre-installed software in the Equipment are undertaken by HALNY on a voluntary basis.

§2

Subject to the further provisions of this warranty card, HALNY grants the Purchaser a warranty of quality for the Equipment, whose period is counted from the date of issue the sales note. The warranty period for the Equipment is 12 months. The power adapter is excluded from the warranty as its warranty is 90 days. Warranty does not cover the obligation to fix bugs in the software. HALNY provides technical support and software updates based on the commitment to make every effort ("best effort"), unless expressly HALNY pledged in a written agreement to take specific actions, and these actions are sufficiently defined.

The obligation to repair errors/defects in the software is only for the Equipment of agreed upon in writing and Service Scenario and lasts 30 days from the date of purchase of the first model of Equipment, unless a written agreement between the parties states otherwise.

If HALNY requires from the Purchaser the information necessary to perform warranty obligations, the deadline for the commitment does not begin until the Purchaser delivers complete and correct information to HALNY service and/or support department.

The Purchaser is obliged to examine the Equipment with technical documents of the Manufacturer as soon as the Equipment is made available to the Purchaser.

HALNY does not guarantee interoperability and compatibility of the Equipment with infrastructure, network and/or telecommunications standards that have been modified or implemented after the date of issue sales document. The duty of the Purchaser is to verify and confirm the interoperability of the Equipment with its infrastructure or network.

The submission of warranty claims to HALNY, does not suspend any obligation of the Purchaser to HALNY, including the obligation to pay the price.

HALNY is not liable for defects, damage or loss of any kind due to the fact that HALNY took into consideration incorrect and/or incomplete data, specifications or information provided by or on behalf of the Purchaser.

§3

If the warranty claim is accepted, HALNY may:

1. replace the Equipment that is at least equivalent in term of its functionality, built up from new or previously used parts that are equivalent to new parts in performance and reliability, make every effort to repair the Equipment with the use of new parts or previously used parts that are equivalent to new parts in performance and reliability, within a reasonable time after the receipt of Equipment
2. or reduce the price of the Equipment

In justified cases, HALNY may propose initial and temporary solution to the problems, ensuring trouble-free operation of the Equipment. In case of removing the defects or replacing the Equipment for free of defects one, the warranty period is extended by the time of leaving the Equipment in Service Department in HALNY.

§4

The recognition of warranty shall be conditional on proper transport, storage, installation and operation of the Equipment in accordance with the requirements of the industry and the requirements contained in the technical documentation (Datasheets, Equipment, Installation Instructions, etc.). In case when the Installation instruction is not included in the box with the Equipment or at HALNY'S website, please contact HALNY to obtain 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 the 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 30 days since the day of purchase the first model of the Equipment.

§7

HALNY 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. HALNY 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 the Equipment, usefulness for a particular purpose. HALNY is not liable for damage to health, if it results from improper use of the Equipment.

§8

- The Purchaser loses warranty rights in the event of: 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.
- 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);

In this case, the Equipment will be returned to the Purchaser at his cost and risk.

HALNY has the right to suspend the execution of the warranty obligations towards the Purchaser, until the Purchaser settles all outstanding commitments to HALNY (both in respect of financial and other issues).

§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 by using the following e-mail address: support@halny.com. Working days are considered to be days from Monday to Friday, within 8am - 4pm, excluding public holidays. The Service Department 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.halny.com together with detailed description of the fault which could permit mapping the notified defect.

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

§10

HALNY is obliged to examine the reported complaint and inform the Purchaser of its position or the need to take additional actions within 21 days from the date of delivery the Equipment together with the relevant documents mentioned in § 9 to the Service Department. This term may be extended by the time taken to perform the detailed technical research or tests verification, conducted by HALNY's Technical Department or the Manufacturer. If necessary, the Purchaser, at the agreed time, is required to make the place of installation the Equipment available, in order to do technical research and verification, do not impede their examinations, and make necessary equipment or tools available upon request of HALNY to carry out actions. After research and testing HALNY draws up a protocol that forms the basis of recognition by HALNY warranty claims. The total time of the complaint examination cannot not exceed 30 working days since the date of delivering the Equipment to the Service Department. In the case of the complaint HALNY perform their obligations under the present Warranty Card within 30 working days from the date of acceptance the claim.

§11

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

§12

HALNY responsibility is limited to the removal of the defect or delivery of defect-free Equipment, to the place of delivery. In case of replacing all or part of the Equipment covered by the warranty, defective equipment or its components, upon completion of the exchange, becomes the property of HALNY. Purchaser releases HALNY from any third party's claims against HALNY, costs (including reasonable legal fees) defense against such claims, as well as any HALNY's obligations to third parties, if such claims are based on, arise or are related to any act or omission of Purchaser and / or any of his employees or other that can be attributed to Purchaser.

§13

The Parties exclude the HALNY's statutory liability (rekojmia). HALNY 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, 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 HALNY expressed in writing to be valid. The Purchaser will ensure that all information received from HALNY that is known or should be known as confidential is kept secret and the Purchaser will not disclose any of such information to any third party. The Purchaser will use such confidential information only for the purposes for which it was delivered. Information is considered confidential if it was designated as confidential by HALNY.

The software is protected by copyright and cannot be made publicly available without a written permission from HALNY. The Purchaser can install software provided by HALNY only on devices provided by HALNY and with the consent of HALNY. Any attempt to analyse the software, decompile or install on devices other than those supplied by HALNY is prohibited. The Purchaser is obliged to inform of all known cases in which there may be a violation of HALNY property rights in relation to the Product or the Software supplied to him by HALNY.

§14

All statements, inquiries and other related to the implementation of the warranty, which is not specified under pain of invalidity, 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 effective delivery.

These warranty conditions are available at www.HALNY.pl and concern the Equipment purchased from HALNY since 10th October 2018. The Warranty Card will be issued to the Purchaser on paper or on another durable medium, upon request. 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.

The Purchaser shall have the right to extend the software warranty, granted by HALNY, for an additional charge by purchasing: HALNY Software Service Maintenance Fee. In order to arrange and discuss the details concerning the purchase and whether the Equipment is qualified to have extended warranty, the Purchaser is required to contact HALNY.

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.