

Terms of Guarantee for Direct Selling Partners (valid from July 2023) Hirschmann Automation and Control GmbH (HAC)

Standard Guarantee for Direct Selling Partners

Hirschmann Automation and Control GmbH (hereinafter referred to as “HAC” or us/we) gives a guarantee to its Direct Selling Partners in accordance with the following provisions that the HAC product (hereinafter referred to as the “Device”) supplied to the Direct Selling Partners worldwide will be free from processing or material defects during the guarantee period stipulated in the specific Device’s data sheet, in the event of proper usage. The term “**Direct Selling Partner**” as used in these Terms of Guarantee shall mean a natural person who, or legal entity which, purchased the Device directly from HAC, and who/which when entering into the sales agreement with HAC, acted in exercise of his/her/its trade, business or profession. These Terms of Guarantee do not apply to the benefit of the end user of the Device, unless such end user is also a Direct Selling Partner. It is solely the responsibility of the Direct Selling Partner to decide whether to grant rights to its customers as stipulated in these Terms of Guarantee.

Generally the current HAC General Conditions for the Supply of Products and/or any other supply/purchase agreement as agreed in the relationship between HAC and the Direct Selling Partner remain applicable, unaltered and complete.

The guarantee conditions described below are independent from, and only an extension to the Direct Selling Partner’s contractual or statutory rights against HAC. These contractual or statutory rights against HAC are not affected by this guarantee.

1. Guarantee Term and Devices Covered

HAC herewith guarantees that the Device does not show any Guarantee Event as defined in section 2 below for the period stipulated in the Device’s data sheet. Depending on the specification in the Device’s data sheet, the guarantee duration will be between 24 and 60 months calculated from delivery to the Direct Selling Partner.

Products for which no guarantee duration is specified in the data sheet, are not covered by a guarantee pursuant to these terms. In particular, industrial wireless appliances, MIPP, IOLAN and accessories (such as SFPs, power supplies etc.), are only covered by this guarantee if and insofar as this is expressly stated in the data sheet.

The Direct Selling Partner’s rights under statutory law or contracts, in particular under the purchase contract for the Device, remain unaffected by this guarantee.

2. Guarantee Event

The term “**Guarantee Event**” as used in these Terms of Guarantee shall mean that the Device does not comply with the following assurances:

- (i) with regard to **hardware**, HAC guarantees that the Device complies with the agreed specification, is suitable for the use assigned to the Device by HAC, and is free from material or workmanship defects; and
- (ii) with regard to **software**, HAC guarantees that the software will fulfil the function and performance characteristics contained in the product documentation (handbook, data sheet,

etc.) valid at the time of entry into the contract or which have been agreed separately. No guarantee will be given that the software will run without interruption and free from errors, that software errors can be rectified by HAC and that functions contained in the software are capable of performance in all combination selected by the Direct Selling Partner and/or the end user, or correspond to its requirements.

3. Scope Of Guarantee

In the event that the Device shows Guarantee Events within the guarantee period HAC will (at HAC's discretion) repair the Device or replace its defective parts or the Device itself in accordance with the following terms without charging labour and material costs. With regard to software, repair can be carried out by way of supply of improved software (fix via newest software version), provision of instructions on rectification or circumvention of the effects of the error.

Exchanged units or parts become the property of HAC.

In the case of replacement, no warranty or guarantee can be given that the Direct Selling Partner will receive the same model. Rather, new or generally-refurbished parts can be supplied through the same or equivalent products which are compatible with technology progress which has occurred in the interim in relation to the original Device. For exchange units or replacement parts the residual original guarantee period is valid.

The guarantee does not include any ancillary costs which arise in connection with the defect rectification (e.g. installation and disassembly, transportation of the defective and the repaired or new products, disposal, daily allowances and travel expenses, lifting equipment, gantries). Those costs are borne by the Direct Selling Partner. Further claims against HAC, such as compensation for damage, rescission of contract, depreciation or compensation for consequential losses are hereby excluded. The Direct Selling Partner's contractual or statutory rights against the respective seller are not affected by this guarantee, however.

4. Guarantee Exclusions

There is no guarantee claim:

- for slight deviations from specified condition which are irrelevant for the Device's value and serviceability;
- for defects due to transportation, faulty mounting and operating errors, inappropriate repair efforts, reconstructions, normal wear and tear, or natural disasters;
- for defects which have been caused by use which deviates from the normal purpose and the stipulations by HAC (pursuant to the product documentation), provisions and norms;
- for defects due to erroneous installation (pursuant to the product documentation);
- for defects due to repairs or tampering done by parties who are not authorized by us to do so, or if our Devices are equipped with retrofitted or accessory parts which are not compatible with our products;
- if the model or serial number of the Device has been changed, erased, removed or made illegible; or
- specifically regarding software, if the error is attributable to any form of changes to or to incorrect handling of the software or the data carrier by the Direct Selling Partner, the end user or a third party.

5. Handling Guarantee Cases/RMA Procedure

The guarantee service is only provided, if a defect description is presented along with the Device. With regard to software, it is a precondition for claims under this guarantee that the effects of the errors be reproducible, have been described to HAC to a sufficient extent by the Direct Selling Partner and that the software error has been reported to HAC immediately after its occurrence.

To report a software error a ticket must be created through the Hirschmann Support Center, which can be accessed at the following link: <https://hirschmann-support.belden.com/>

When returning goods because of complaints or for necessary repair work, the Direct Selling Partner must enable HAC to process the returns as quickly and efficiently as possible by complying with the following return merchandise authorization (RMA) procedure. HAC will not accept or process any returns which are sent back to it without an RMA number. To initiate the RMA procedure, please reach out to your sales partner.

Before making claims under the guarantee, it is imperative for the Direct Selling Partner to save the Device configuration. HAC is not liable for the loss of this data. The Device will be returned to the Direct Selling Partner with up-to-date software and in factory default configuration.

If HAC can provide evidence that a guarantee claim is unwarranted, expenses for fault finding, as well as for further services associated therewith will be borne by the Direct Selling Partner.

6. Possible Guarantee Extensions Subject to Remuneration

In return for separate remuneration, HAC offers extensions of the aforementioned guarantee. However, the granting of such guarantee extension does not apply to software components if and to the extent HAC announces that a Device is entering into its end-of life phase. After such end-of-life announcement, however, irrespective of any potential guarantee extension, the software used in this Device will only be covered by the guarantee for the remaining term of the applicable guarantee, up to a maximum period of another 5 years commencing on the announcement date. Guarantees regarding hardware will not be affected by end-of-life announcements.

Guarantee extension upon initial purchase

In return for a one-time fee, for Devices which pursuant to the data sheet are covered by the original guarantee, HAC offers an extension of the aforementioned standard guarantee period by an additional 36 months. The one-time fee is the stated percentage of the list price. This option is only possible upon initial purchase and is bound to the serial number of the unit.

The following one-time fees apply for 36-month guarantee extension:

Order no.	Product Group	One-time fee in %
943994546	Industrial DIN Rail Switches	6%
943994548	Industrial M12 Switches	6%
943994547	Industrial 19" Rack Mount Switches	9%
943994544	Industrial Security & Firewall	6%
943994545	Industrial Edge Appliance	6%
943994549	FiberINTERFACES	6%
943994550	Hirschmann IT - MTS Switches	12%

Industrial wireless appliances, MIPP, IOLAN and accessories (such as SFPs, power supplies etc.), insofar as these are covered by this guarantee at all according to the data sheet, are not eligible for a guarantee extension.

7. Final Provisions

This guarantee applies in the abovementioned scope and subject to the abovementioned prerequisites (including the compliance with the RMA procedure) for Direct Selling Partners only. This guarantee applies for Devices which are supplied from 1st July 2023 onwards.

If a provision of these guarantee terms is or becomes invalid or null and void, then this shall not affect the validity of the other provisions hereof. The invalid/void provision shall be deemed to be replaced with a provision which comes closest to the purpose intended with the invalid/void provision. This also apply for the rectification of any unintended lacunae.

Legal relations existing in connection with these Terms of Guarantee shall be governed by German substantive law, whereas the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby be excluded. The exclusive legal venue is the pertinent court in Stuttgart.