



II. Quality guarantee, warranty service

1. The Company provides a quality guarantee for the goods to the extent of this Complaints and Service Code. The quality guarantee is the company's commitment to supply goods that will be fit for usual use for the entire warranty period. The warranty period is 24 months. The warranty period starts on the day the goods are sold to the buyer and is:

- twenty four (24) months for the Products purchased before January 1, 2018

and

- thirty six (36) months for the Products purchased as of January 1, 2018.

The extent of the customer's claims under the quality guarantee is stipulated exclusively by this Complaints and Service Code and any other claims are excluded.

Once a justified claim is settled, the warranty period is extended by the duration of the repair under warranty.

2. The buyer's cooperation in particular in the aspects listed below is essential to ensure due and timely settlement of warranty claims:

A. Prior to sending the equipment to the Company, the buyer is required to contact the Company's technical support by phone on 261 301 111 or fill in the online form at <https://support.2n.cz>.

Unless valid legal regulations stipulate otherwise, complaints regarding goods (including warranty claims) will be settled in the manner determined by the Company; primarily by a repair and if repair is not possible or effective, by replacement with goods or parts of identical parameters. The Company's technical support ("TS") always decides if the equipment must be sent to the Company for repair or if the fault can be addressed remotely. If sending the equipment to the Company is necessary, the TS will generate an RMA (Repair Merchandise Authorization) number and send it to the customer along with the repair list.

B. When submitting claims regarding the equipment, the following must be provided to the Company:

- a) the equipment, including all parts and accessories;
- b) a duly completed repair list;



c) detailed description of a defect (The defect specification is a very important step in the RMA process that helps us to identify the defect in testing and prevents us incorrectly repudiating it.

d) a copy of the relevant invoice

If the customer fails to submit a duly completed repair list or other documents as listed in the previous sentence, or submits a repair list or other documents pursuant to the previous sentence with illegible, overwritten or otherwise modified details, or if the identification details attached to the equipment are altered, removed or damaged, the claim will not be accepted.

The buyer is required to report all faults covered by the warranty to the Company in writing immediately after detecting them. A failure to do so results in cessation of the buyer's claim.

The warranty period ceases to elapse once a claim is submitted until the moment the buyer actually collects or is required to collect the repaired equipment.

C. When returning or replacing the equipment, the buyer is required to send the equipment to the Company complete, including all components, manuals, documents, instructions for use and other accessories, and in the original packaging. The Company is entitled to use a third party (a servicing firm) to settle any claim at its discretion and is liable for this third party's performance equally as for its own performance.

3. Removal of Defects:

In the case of claims regarding equipment manufactured by the Company, the Company guarantees repair of the equipment within 30 days. This time limit begins to elapse upon the Company's receipt of the equipment for repair, including all documentation pursuant to Section II, Art. 2, Paragraph B, items b) to e) of this Code (or if the equipment is handed over without the documentation pursuant to Section II, Art. 2, Paragraph B, items b) to e) of this Code, once the documentation is subsequently submitted). In the case of claims regarding resold equipment (resold equipment for the purposes of this Code means equipment supplied to the buyer by the Company but not manufactured by the Company), the time limit for repairing the equipment is determined by the contractual conditions of the Company's suppliers or the manufacturer. If the Company fails to meet its obligation to carry out a



warranty repair of the equipment within the time limit specified in Section II., Art. 2, Paragraph 3, the Company will replace the equipment with new, unless this is unreasonable in view of the character of the fault or the faulty part, regardless of whether the fault is repairable or not, within 14 days of the day following the last day of the time limit for completing the warranty repair. If the fault cannot be repaired, the Company guarantees replacement of the equipment with new, unless this is unreasonable in view of the character of the fault or the faulty part, within 30 days. This time limit begins to elapse upon receipt of the equipment for repair, including all documentation pursuant to Section II. Art. 2, Paragraph B, Items b) to e), and Paragraph C of this Code (or if the equipment is handed over without the documentation pursuant to Section II, Art. 2, Paragraph B, items b) to e) of this Code, once the documentation is subsequently submitted). In the case of claims regarding resold equipment, the time limit for replacement is determined by the contractual conditions of the Company's suppliers or the manufacturer. The provisions of Sections 2106 and 2107 of the Civil Code will not be applied.

4. Unless the Company and the buyer agree otherwise, the Company's repair shop at the address Modřanská 621/72, 143 01, Prague 4 is the place of repair (the "**servicing site**"). If the equipment is transported from the buyer to the servicing site and back by a third party, the cost of transport to the servicing site is covered by the buyer and the Company covers the cost of transporting the repaired or replaced equipment back to the buyer.

5. If the Company subsequently finds that the claim does not meet the conditions for warranty service pursuant to the warranty conditions, the buyer will be requested within 30 days (of the receipt of the equipment for warranty repair, including all documentation pursuant to Section II., Art. 2 of this Code) to conclude a contract on repair of an item pursuant to Section III, Art. 1 of this Code and the relationship between the buyer and the Company will then be governed by Section III of this Code; the buyer is also entitled to collect the unrepaired equipment at his own expense. If the buyer fails to respond to the Company's request, the Company will proceed in accordance with Section IV, Art. 1 of this Code.



- 6.** The claim settlement period begins on the first day following receipt of the equipment, including the documentation pursuant to Section II, Art. 2, Paragraph B, Items b) to e) and end on the day of settling the claim. Repair is deemed completed and claim settled (i) on the day the equipment is handed over for transporting to the buyer, or (ii) on the day the equipment is repaired directly at the buyer's site, or (iii) on the day the buyer is notified that the repaired equipment is prepared for collection. Express repairs are possible once the customer's request is confirmed by the Company. The Company charges an express surcharge of CZK 960 (for express repairs within 24 hours), CZK 720 (for express repairs within 3 days), or CZK 480 (for express repairs within 6 days) in addition to the price for the repair/servicing intervention and spare parts. The prices are quoted for 1 piece of equipment and exclusive of VAT. For products from 2N Intercom price list an additional service Advanced replacement is available for a fee.
- 7.** The Company and the buyer confirm each correction of fault by repair or replacement and handover of the repaired or replaced equipment to the buyer in writing in a complaint report (including indication of the manner of settling the claim), except for situations when the equipment is handed over for transporting to the buyer. If the equipment is handed over to a forwarding agent, one copy of the complaint report indicating the manner of settling the claim is sent to the buyer upon settling the claim. Any other complaints regarding the replaced equipment must be submitted by the buyer in accordance with this complaint report, which supplements this Complaints and Service Code. Any subsequent claims will in this case be considered the first complaints regarding the equipment.
- 8.** If, during the assessment of a claimed defect, the Company finds that there is no reason for the complaint or finds that the claim is not justified ("unjustified claim"), the Company will inform the buyer without any delay in writing and send the equipment to the buyer's address along with all handed over components, manuals, documents, instructions for use and other accessories in the condition as of the day of returning the equipment and the buyer is not entitled to have the equipment returned to the original condition free of charge. The Company is also entitled to charge the buyer a fee of CZK 1100 plus VAT for each commenced hour for the work required for assessing and settling (and dispatching) an unjustified claim



and the cost of returning the equipment to the buyer. The warranty period is not extended by the time required for settling the claim in the case of an unjustified claim.

9. The warranty does not apply to connected third-party HW or SW, except for any HW and/or SW supplied as part of or accessories to the equipment at the time of its purchase by the buyer. The warranty does not apply to faults or other damage caused by:

- a) incorrect or unprofessional assembly, construction or installation contrary to the instructions for the equipment (assembly);
- b) excessive mechanical wear or other mechanical damage to the equipment, unprofessional or improper handling, including excessive load or use contrary to the instructions for use of the equipment;
- c) effects of electrical overvoltage in the supply system (such as visibly burnt parts, etc.) or power outage, lightning strike, etc.;
- d) use of the equipment under unsuitable 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 equipment or other regular conditions for the use of the relevant equipment, or a lack of periodic maintenance of the equipment;
- e) an unqualified intervention or modification of the equipment parameters by the buyer (mechanical interventions, disassembly, etc.), downloading incorrect firmware;
- f) natural forces or force majeure;
- g) wear and tear of the item caused by its regular use;
- h) use of the equipment for other than the specified purposes;
- i) use of the equipment in combination with additional equipment, consumer material or accessories, or in a manner contrary to the user manual or the Company's and/or the manufacturer's instructions.

Furthermore, the warranty does not apply to the circumstances listed below, which cannot be considered contrary to the contract of purchase pursuant to Section 2161 of the Civil Code:

- a) wear and tear of the equipment or its parts caused by their regular use;
- b) overload or mechanical damage and any modifications or changes (intentional or accidental) to the equipment parameters compared to the



- specifications included in the user manual if they have been made by an entity other than the Company or the authorized assembly firm;
- c) discrepancies caused by other than usual use of the equipment;
- d) complaints regarding equipment parameters not listed in the user manual or any other Company's commercial technical documentation or binding technical standards;
- e) presumed faults the customer is unable to credibly demonstrate or otherwise document when submitting the claim;
- f) necessary servicing checks and service interventions within the scope of the user settings, cleaning or other interventions indicated by the user manual as activities ensured by the end customer as part of regular use or maintenance of the equipment;
- g) complaints regarding the equipment parameters and characteristics listed in overview catalogues and promotional leaflets with the specific reservation of the right to changes in the parameters that may insignificantly alter the behavior;
- h) printing errors and inaccuracies in overview catalogues or promotional leaflets.

10. In the case of extended warranty, claims are governed by the same rules as quality guarantee claims in accordance with Section II of this Code, except for the duration of the warranty period and the manner of addressing complaints. Detailed extended warranty conditions, which must be agreed in writing between the Company and the buyer, are listed in the extended warranty certificate. The extended warranty applies to faults in workmanship and material detected during the warranty period or the extended warranty period. The extended warranty does not apply to SW faults not reported by the buyer to the Company within two years of the sale of the equipment. The Company reserves the right to settle claims from extended warranty by replacing the equipment with new, similar equipment. In the case of telephone exchanges sold by 2N TELEKOMUNIKACE a.s., the warranty is only provided once a registration card confirming expert installation of the equipment is sent to the manufacturer; if the buyer fails to send the confirmed registration card as a proof of expert installation to the Company within 14 days of the installation, the warranty period is deemed to have started on the day the goods were sold to the buyer.



III. Post-warranty service

1. The Company provides post-warranty service to ordering parties requesting repair or modification of equipment produced or distributed by the Company. In the case of a post-warranty repair or modification of equipment, the ordering party is required to conclude a contract on the repair or modification of an item with (“**contract on repair of an item**”) the Company. By concluding a contract on the repair of an item, the ordering party expresses his/her acceptance of the conditions stipulated in this Complaints and Service Code. A contract on the repair of an item is deemed concluded upon (i) the company’s acceptance of a duly completed repair list confirmed by the ordering party and the contract is concluded without a specified price; and (ii) delivery of the equipment to the Company, provided that both of the conditions are met. By handing the equipment over for a post-warranty service intervention, repair or modification (“**post-warranty service intervention**”), the ordering party undertakes to accept fully and without reservation the Company’s complaints and service conditions specified in this Complaints and Service Code.

2. To ensure due progress of a post-warranty service intervention, it is important that the ordering party provides the Company with the required cooperation involving in particular delivery of (i) a duly completed repair list verified by the ordering party, and (ii) the equipment to be repaired, including any accessories, a brief and apposite description of the fault, information as to whether the ordering party wishes to have all diagnosed faults repaired or whether only the fault specified by the ordering party is to be repaired; all of the above must be delivered to the Company’s servicing site. If the ordering party fails to specify the repair and the required repair is not obvious from the repair list used to order the repair, the order is deemed to be for a comprehensive repair. By concluding a contract on repair of an item the ordering party expressly accepts that the equipment will undergo diagnostic examination prior to the post-warranty service intervention and the company will then inform the ordering party (preferably by e-mail) about the price of the post-warranty service intervention (“notification of the post-warranty service price”). If the ordering party refuses the post-warranty service intervention for any reason after the diagnostic examination has



been completed or if the equipment is found to be beyond repair, the ordering party is obliged to pay the Company a fee of CZK 1100 plus VAT for each commenced hour for the work required for diagnostics of each piece of equipment and the cost of transport. If the ordering party agrees to the post-warranty service intervention price, the ordering party is obliged to pay the Company the post-warranty service intervention price with VAT and transport costs.

While completing the diagnostic examination, the Company is entitled to carry out any technical tasks required for ascertaining the technical parameters and financial cost of the post-warranty service intervention without the ordering party's entitlement to have the equipment returned to the original condition if the post-warranty service intervention is not carried out or completed for any reasons.

If the ordering party fails to deliver his/her acceptance of the post-warranty service intervention without delay, specifically within 7 days of the delivery of the notification of the post-warranty service price, the ordering party is deemed to disagree with the post-warranty service intervention price, and the Company will return the unrepaired equipment to the ordering party and charge the fee for diagnostics referred to above with VAT and transport costs; the ordering party is not entitled to have the equipment returned to the original condition free of charge and the equipment is sent to the ordering party after completing diagnostics in the same condition as of the day of returning the equipment to the ordering party. Pursuant to Section 1740(3) of the Civil Code, the ordering party's response with an addition or deviation is not deemed acceptance of the Company's offer of a contract on repair of an item even if the modifications do not alter the conditions of the offer significantly.

3. The ordering party is always obliged to pay the actual price of the service intervention to the Company. The Company is entitled to issue an invoice settling the price of the service intervention including the cost at the time of completion of the service intervention and the service intervention price will be increased by the applicable VAT in accordance with the valid legal regulation and any shipping costs or cash-on-delivery charges. Unless the parties have agreed otherwise, issued invoices are payable immediately after the completion of the service intervention. The Company is entitled to



retain the equipment or its part/s to enforce payment of the amounts due for the relevant post-warranty service intervention, including accessories and cost relating to the post-warranty service intervention. The rights and obligations of the parties with regard to retention are governed by the provisions of Section 1395 and the following Sections of the Civil Code.

4. The Company provides a 6-month warranty for repair work. This warranty does not apply to repair of equipment of brands other than 2N, even if the equipment is packed and sold together with 2N equipment.

5. The Company's servicing site at Pod Vinicí 20, 143 01 Prague 4 is the place of acceptance of post-warranty service interventions. If the equipment is transported from the ordering party to the Company's servicing site and back by a third party, the ordering party covers the cost of transport to the servicing site and back. The ordering party is also obliged to cover any other costs relating to transport, handling, packaging or storage of the repaired equipment.

6. A post-warranty service intervention is deemed completed (depending on the requirements listed in the repair list) (i) on the day of handing the equipment over for transport to the ordering party; (ii) on the day of completing the post-warranty repair directly at the ordering party's site; or (iii) on the day the ordering party is notified that the repaired equipment is ready for collection via e-mail send to the ordering party's e-mail address.

7. Due completion of a post-warranty service intervention and handover of the repaired equipment to the ordering party will be confirmed by the ordering party and the Company in writing, except for situations when the equipment is handed over for transport to the ordering party. If the equipment is handed over for transporting, a notification (confirmation) of the completed repair is sent to the ordering party's address.