



# HARDWARE WARRANTY

MIXvoip S.p.r.l (Belgium) 11/12/2018

The warranty is valid for products purchased after January 1st 2013.

MIXvoip Sprl ("MIXvoip") provides the end customer ("customer") with this warranty ("warranty") according to the following terms and conditions in their valid version. It applies without prejudice to the customer's statutory warranty rights as well as mandatory statutory liability provisions. The terms of this warranty are met by MIXvoip itself or by an authorised service provider.

To assert any claims from this warranty the customer has to contact MIXvoip by e-mail to support@mixvoip.com. The warranty is only processed through the return procedure valid at the time of the warranty claim. More detailed information about the return procedure is attached as an appendix to these warranty terms and conditions.

## SCOPE AND DURATION OF WARRANTY

MIXvoip guarantees the customer that its products will not have any material or manufacturing defects within the warranty period. The warranty period starts from the time the device is purchased. It is the customer's responsibility to provide evidence of the start of the warranty period (e.g. by presenting a receipt with date and the MAC address/serial number). If appropriate evidence cannot be presented to check the warranty, the manufacturing date applies as the start of the warranty period. Products which do not have a legible production date on them require evidence of purchase with a date. Otherwise the warranty cannot be granted.

## THE WARRANTY DEADLINE

### 24 months for:

- Snom, Aastra, Gigaset, Yealink, Polycom stationary desk phone products
- Aastra, Gigaset DECT base stations, antennas and repeaters
- Aastra, Gigaset portable DECT phones with IP65 or IP54 protection
- DLink switches
- Patton, Patton-Inalp voip gateways
- MIXpbx hardware appliance
- AVM routers and Fritzboxes

### 12 months for:

- Gigaset portable DECT phones
- Aastra portable DECT phones
- Yealink portable DECT phones
- Wear parts for stationary desk phones:
  - Keypads
  - Handsets
  - Connection cables (also handset cables).
- All other types of products, including smartphones

### 2 months for:

- Wear parts with chargeable energy storage device such as rechargeable batteries

The warranty period shall not be extended as a result of any warranty services provided, in particular with replacement. In these cases, the warranty period also does not start again.

This warranty only applies to devices that were sold as new devices in perfect working order (so-called "A goods") Devices sold by MIXvoip, which have been used

or (re-)conditioned (so-called "B goods") or (permanent) leased goods are exempt from this warranty. All demo versions of A good products also do not have claim to the warranty mentioned here.

This warranty is on an individual basis and cannot be transferred.

## SERVICES WITH A WARRANTY CLAIM

If there is a warranty claim MIXvoip is entitled to make repairs or change defective product parts or meet the claim using replacement products ("replacement"). The replacement may either be a newly manufactured or used product which is of the same or higher quality as the warranty product. Cosmetic wear and slight differences in colour due to repair or replacement cannot be claimed.

If product parts are replaced or a replacement is carried out, the customer agrees to the unconditional transfer of ownership for the concerned parts or products. This does not require any more information from MIXvoip.

MIXvoip will not save or restore any data, configurations or content when carrying out the necessary work for the warranty. All data may possibly be lost and the software may be changed. Under circumstances, the user may not be able to access the original software version when the product is delivered or sent in due to changes to the hardware or software caused by repair or replacement.

## WARRANTY EXCLUSIONS

The warranty claim does not include the following cases:

- Repair or replacement of parts as a result of normal wear: printing on keypad, intensive use of handset
- Transport and logistics costs as well as costs resulting from assembling and disassembling the device.
- Damage due to wrong or inappropriate storage
- Misuse and use of the device other than for its intended purpose (also opening) as well as improper installation, operation, cleaning and maintenance and own improper attempts at repair
- Damage resulting from excessive mechanical impact (e.g. damage caused by dropping), including broken screen on smartphones.
- Damage resulting from lightning, overvoltage, water, fire, force majeure, war or incorrect mains voltage
- Damage caused by use of a power supply which was not approved for use
- Damage caused by use of remote power supplies (such as "Power over Ethernet" network devices), if they do not meet the relevant standards
- Damage caused by other system components not working properly
- Damage caused by electrostatic discharge or as a result of an external electrical fault
- Damage caused by inadequate ventilation
- Damage caused by inappropriate deleting, editing or reading of device content to any interfaces
- Devices with illegible, missing or changed labels
- Cosmetic damage (for example, scratches, colour or surface differences) or any damage which does not have any effect on the intended use of a product
- Devices that have been used in public areas, unless they are specifically for these applications
- Devices that have been solely or partly used outside, unless they are specifically for these applications
- Devices that have been damaged by inappropriate transport (unsuitable packaging) or other reasons which MIXvoip is not responsible for
- Products with liquid crystal display ("LC displays") pixel errors may occur up to Class III of ISO 9241-307 and are therefore not covered by the warranty. The warranty for supplied accessories (for example mains parts) is not included.

## SOFTWARE

Any software associated with the product is not an integral part of the warranty. The interruption-free or fault-free operation of software is not covered by the terms of this product warranty. Therefore the warranty relates exclusively to the product's hardware. The inability to use the device as a result of forgotten or lost access data is also not included in the warranty. However, MIXvoip does provide customers with software support.

**COMPENSATION**

Customer claims for compensation for direct or indirect damage are excluded by MIXvoip. This particularly applies to damages from interruption of business operations as well as lost profits or business opportunities as well as costs for the replacement, installation of devices and property. The communication system's reliability depends on several devices as well as the network, therefore one individual product cannot guarantee the reliability of the whole system. The uncertainty or risk of failure is consequently system inherent. Suitable redundancies must therefore be provided with particularly critical applications. This disclaimer does not apply to compensation claims from product liability as well as cases of intent or gross negligence.

**DATA PROTECTION**

The data necessary to carry out and process the warranty are collected, transferred and processed. By using the valid return procedure, the customer declares that they agree to this data being collected and processed. As part of working together with other MIXvoip locations and production facilities this data may also be sent to and processed in other countries for error analysis. In doing so, MIXvoip always acts based on the principle of data minimisation.

**NON-APPLICABILITY OF WARRANTY**

The validity of a warranty claim is checked by examining the products sent in. MIXvoip reserves the right to fully or partly exclude the warranty services if the conditions are not met or replace the warranty services with an order subject to charge. If no fault is established on the product sent in the work may be invoiced up to the amount of the valid repair costs flat rate. The customer is entitled to evidence lower costs. However, the final decision is made by MIXvoip.

**APPENDIX A - RECOMMENDATIONS FOR USE AND INFORMATION ABOUT THE RETURN PROCEDURE**

To avoid any unnecessary expense the following must be observed when using MIXvoip products:

- Use the device according to the valid version of the detailed instruction manual or other relevant documentation.
- Never charge devices with chargeable energy storage devices, for example rechargeable batteries, unattended or over a longer period of time,
- Regularly back up saved and important user data and
- Keep the original packaging somewhere safe for the safe transport of products

If you have a repairs enquiry please only contact MIXvoip via e-mail at support@mixvoip.com and provide all relevant information such as:

- Copy of the invoice
- MAC address / Serial numberPack the products concerned in a safe manner. Ideally use the original packaging. The following criteria must be met to avoid any transport damage that is not covered by this warranty:
- Use a stable box and pack it in another shipping box
- Remove any irrelevant (old) postage markings
- Use protective film for all (moving) individual parts
- Use suitable padding material within the original packaging and within the shipping box
- Take into account any possible climatic influences such as wet, cold etc...

**APPENDIX B - 2 MONTHS FREE ON-SITE PART EXCHANGE**

Any hardware like phones, switches, gateways, routers, cabling installed by MIXvoip will be exchanged on-site for free during a 2 months grace period following the day after the installation of the hardware. No travelling costs, hardware replacement costs or maintenance fees will be invoiced by MIXvoip during the 2 months grace period. This "2 months FREE on-site part exchange" applies only to hardware installed by MIXvoip and only to hardware that meets the current warranty terms and conditions.

Customer

Date: \_\_\_\_\_

Compan: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_