

Warranty Conditions of secunet

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The customer is granted a warranty of durability according to the following conditions notwithstanding his claims for defects.

§ 1 WARRANTY SERVICES

1.1 New systems and their components showing a defect due to manufacturing or material deficiencies of mechanical or electrical parts within the warranty period after purchase shall be repaired or replaced at its own discretion by a state-of-the-art system free of charge by secunet. Warranty services shall be exercised within two months after knowledge of the guarantee case. The warranty term is not renewed when guarantee benefits are provided. This guarantee does not extend to goods and services provided by the customer himself.

1.2 In a case of warranty, the system shall be returned according to the conditions described in 1.3. Systems taken back and their components which are returned to secunet in the framework of this claim become property of secunet.

1.3 If in a case of warranty the system is located in the Federal Republic of Germany, the system can be returned to secunet carriage paid.

1.3.1 Within the European Union, EU001 countries and Switzerland, the system shall be returned carriage paid unless the transport route is regulated or classified such that shipment by mail is impossible. In this case, the customer shall bear the costs.

1.3.2 Outside this territory of the European Union, EU001 countries and Switzerland, the return transport and the costs shall be borne by the customer.

1.4 Warranty services others than the above mentioned are not granted.

§ 2 EXCLUSION OF WARRANTY

2.1 The following circumstances lead to an exclusion of warranty:

2.1.1 Causation of defects through inappropriate use, in particular for other than the agreed purposes and non-observance of secunet's instructions for use and maintenance.

2.1.2 Causation of defects through the set up or use of the system that is not in line with the technical or safety-related requirements of the country in which the system is used.

2.1.3 Defects caused by force majeure or other circumstances beyond secunet's control.

2.1.4 No warranty for systems whose serial number and/or material number plates have been removed or damaged.

2.1.5 Defects to parts of systems resulting from normal wear-and-tear.

2.2 The warranty service expires if the system has been repaired or opened by an unauthorised workshop or by the customer himself.

2.3 If the check of the system by secunet or an authorised partner reveals that the existing defect does not entitle to warranty services, the costs of the check services of secunet shall be borne by the customer.

§ 3 FURTHER SERVICES

Further or other warranty services are excluded. secunet is not liable for business interruption, loss of profits, data, software additionally installed by the customer, or other information. The protection of the same is incumbent on the customer. The exclusion of liability does not apply where liability is cogent, e.g. under the product liability law, in cases of malice, gross negligence, with respect to death and personal injury or the violation of primary contractual obligations. The damage claim for the violation of primary contractual obligations is limited, however, to the typical foreseeable damage except in cases of liability for malice, gross negligence, death and personal injury or under the product liability law.

§ 4 TRANSFER OF WARRANTY

This warranty is exclusively granted to the customer of secunet, or of the dealer authorized by secunet respectively, and cannot be transferred.

For the assertion of this warranty, please contact the secunet telephone support. You will find the telephone number on the secunet website www.secunet.com.