

## STANDARD WARRANTY TERMS

- a) The duration of the Warranty (hereinafter called “WARRANTY PERIOD”) by default is 12 months counting from the date of commissioning, or 15 months counting from the date of shipment from factory in case of sea transport, or 13 months counting from the date of shipment from factory in case of air transport, whichever is shorter. Other duration could be agreed upon request.
- b) Subject to the conditions of sub-clauses b), c), d), e), f) and g) hereof, if within the WARRANTY PERIOD, any defect in or damage to the part of the products manufactured by the Broad Telecom, S.A. (hereinafter “the Company”) shall arise solely from defective materials, workmanship or design (other than any design made furnished or specified by the Purchaser for which the Company disclaims responsibility) the Company shall supply free replacement parts and materials EXW Madrid to enable the defect or damage to be rectified provided that the defective or damaged parts are at the request of the Company delivered to the Company carriage paid.
- c) In respect of any part of the products not manufactured by the Company, the Company extends to the Purchaser the benefits of any guarantee or warranty issued by the relevant manufacturer.
- d) Expendable or consumable items, and items which are generally recognized in the industry as having limited life (such as, but not limited to, electronic valves, electronic tubes, lamps, recorder heads, fans, pumps, etc.) shall be subject only to the normal terms of warranty issued by the relevant manufacturer(s).
- e) The provisions of this clause shall not apply to defects or damage caused by:
- I. The misuse, operation beyond the limits of rated capacity, or neglect or default in the use or application of the Products (other than by the Company), or
  - II. Fair wear and tear, or
  - III. The use of spares or spare parts not supplied by the Company, except to the extent that the Company has recommended the use of such spares or spare parts, or
  - IV. Faulty workmanship or negligence on the part of any person (other than the Company) responsible maintaining the Products, or
  - V. Fire, water escape, falling objects, power surges and dips beyond the limits of rated capacity, war, accident or acts of nature such as lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, etc., or
  - VI. Any accident misuse or neglect attributable to any person, firm or corporation (other than the Company)
- f) Written notice of any defect or damage to the Products must be given to the Company within 14 days of the defect or damage arising, and any failure to do so will invalidate this guarantee.
- g) The Company shall not be liable for the cost of removal of the defective or damaged part or the cost of fitting a new part.
- h) The Company’s liabilities under this clause shall be in lieu of any condition or warranty implied by law as to the quality of fitness for any particular purpose of any part of the Products and save as in this clause expressed neither the Company nor its employees or agents shall be liable, whether in contract, or by breach of any duty imposed by law, or otherwise, in respect of defects in or damage to such parts or for any injury damage loss of whatsoever kind attributable to such defects or damage.