

CLAIMING REGULATION

INTELEK spol. s r. o.

1. General Conditions

- 1.1 Shall be applied to the business relationships between the trade company INTELEK spol.s r.o. (hereinafter referred to as the Seller) and business partners (hereinafter referred to as the Buyer). The company INTELEK, spol. s r.o., having its seat at 627 00 Brno, 953/22 Vlárská, shall stipulate, in the case of the claiming of goods defects and service repairs of goods, supplied by this company to the Seller on the basis of the Business Relationship Agreement (Dealer Contracts) or contract of purchase, the following procedure:
- 1.2 The Buyer shall be obliged to undergo to acceptance the goods supplied by the Seller in accordance with the Commercial Code, that is to inspect the goods as soon as possible after the transfer of risk of damage to the goods, i.e. after the acceptance of goods from the Seller, and in the case of the sending of the goods via a forwarding service, after handing them over by a carrier to the place specified by the agreement. The Buyer shall be obliged to inspect the goods without unnecessary delay, as soon as the goods come to his possession.
- 1.3 For the purposes of this Claiming Regulation, goods shall be understood as delivered goods, delivered services or executed repairs.
- 1.4 If the goods are directed when transporting into another place of destination or re-sent by the Buyer, without Buyer's having possibility, adequate to the goods character, to examine them, and at the time of concluding the Agreement the Seller was aware or had to be aware of the possibility of such a change of the place of destination, or of such re-sending, the inspection may be postponed until the time, when the goods are transported to the new place of destination.
- 1.5 Unless the Buyer of the goods undergoes the acceptance or provides otherwise to have the acceptance performed at the time after the transfer of the risk of damage to the goods, he may assert claims from defects detectable during this inspection, only if he proves that these defects existed on the goods already during the transfer of the risk of damage to the goods. The Buyer shall provide the acceptance of goods in such a way to identify all defects which are possible to be identify when exerting qualified care.
- 1.6 The Seller shall be obliged to attach a delivery note/letter of guarantee to the delivered goods. The Buyer shall be obliged to keep this for a possible later claim.

2. Claiming Conditions

- 2.1 The Seller shall provide for selected types of goods (products) a quality guarantee, through which the obligation shall be taken up in writing by him that the delivered goods shall be, during the guarantee period (para 2.5.), qualified for use for the agreed upon or usual purpose, or that they keep the agreed or usual qualities.
- 2.2 The guarantee period shall commence on the day agreed upon in the business cooperation agreement as the day of the taking over of the goods, and if the Buyer shall not take the goods on the agreed day, the guarantee shall commence on the day of the issuance of the delivery note.
- 2.3 The part of most goods (product) shall be a protective cover, without that a claim shall not be possible to be carried out. In the cases of a missing cover, an individual agreement with the Seller shall be necessary, whose authorised staff of the claim department shall determine if and under which conditions the goods are possible to be claimed. In the case, when the goods do not belong into the group of goods at which the producer requires an original package for claiming purposes, it shall be possible to claim the goods in an substitute package.
- 2.4 The Seller shall not take up the responsibility for damages arising from using goods (natural wearing of goods), functional qualities and damages from unqualified using of goods, as well as damages caused by external events and incorrect manipulation, eventually unlicensed modification of goods. On defects of such origin, even the guarantee provided shall not be applied.
- 2.5 The Seller shall provide the guarantee period for goods in a length of 6 months unless specified otherwise (para 7) below.
- 2.6 Into the guarantee period the time that passes since the application of a claim (i.e. the physical taking of the claimed goods by the Buyer) shall not be counted to until it is handled (taking over of the repaired, replaced goods) – this shall apply only in the case of a justified claim.
- 2.7 If the object of a purchase contract is the goods marked on selling as discounted or used, the guarantee shall be provided only in the cases explicitly specified.
- 2.8 The Seller shall have the right to account provably aroused service and organization costs connected with the handling and testing of goods in an amount from EURO 20 per case, if:
 - The goods are sent for a claim without a properly filled in RMA protocol
 - A claim shall be considered as unjustified (e.g., during testing any damage does not arise and goods shall be found as functional)
 - It shall be found out, that a defect was caused by an improper manipulation with the goods
- 2.9 In the case of a defect arising on goods in the guarantee period, the Buyer shall be entitled to a repair of the goods free of charge. In the case of the impossibility to repair the goods, he shall be entitled to compensatory goods. The repaired goods shall be sent back to the Buyer at the costs of the Seller as fast as possible since a claim enforcing.
- 2.10 The guarantee given in the guarantee period shall not be applicable for defects on goods caused by:
 - Using of non-authorized software and articles of consumption
 - Computer viruses
 - Using of goods in working conditions which do not correspond, with their temperature, dustiness, humidity, chemical and mechanical impacts, with the working conditions of the office environment
 - Using of goods in a way, that is in contrast with the documentation or general principles
 - Non-authorized encroachments into equipment
 - Damage or loss of the seal
 - Non-qualified installation, non-qualified operating or neglected care of goods
 - Connection into the electrical network not corresponding with the appropriate ČSN standard
 - Damaging of goods as a consequence of the failure of the power network

3. Goods Claiming Procedure

- 3.1 As a claim of goods such a claim shall be considered when the Buyer claims about the quality of delivered goods or defects on goods.
- 3.2 The Buyer shall be obliged without delay after finding out a defect or non-quality, to notify this matter to the Seller. As a notification it is considered by the Seller only a properly filled in "RMA protocol (goods)" on www.intelek.cz, section "Technical support/claiming". Not a fully filled in protocol shall not be taken into account.
- 3.3 The Seller shall be obliged to confirm the receipt of the RMA protocol to the Buyer by e-mail to the contact data of the Buyer given in the RMA protocol. At the same time, the Seller shall advise the Buyer of the allocated RMA number, which the Buyer shall be obliged further to quote when corresponding with the Logistic department during goods claiming dealing.
- 3.4 In the case of defects occurrence, which constitute a significant breaching of the purchase contract by the Buyer, the Seller may enforce some of these claims: elimination of defects by delivering of substitute goods for the defected goods, defects elimination by repair, appropriate discount from the purchase price, withdrawal from the contract.
- 3.5 In case of defects, which had existed in the period of the transfer of the risk of damage to the goods, however became evident later; the Buyer shall be obliged to inform the Seller immediately after when the defects could have been found out when putting in qualified care.
- 3.6 If the Buyer requires within the claim procedure the defect correction by substituting with other goods, or defect correction by repair or discount from the purchase price, he shall be always, during the claiming procedure, obliged to submit to the Seller:
 - The complete goods in the original undamaged cover
 - The complete documentation, accessories and software
- 3.7 The above given rules for the claiming procedure shall be valid identically for the claiming of defects of delivered goods, for which the Seller shall be responsible by virtue of Law, as well as for the claiming of goods defects for the quality of which the Seller has taken up the guarantee.
- 3.8 The responsibility rights for defects of goods shall be exerted (i.e., defects shall be claimed) by the end of the guarantee period at the latest.
- 3.9 The Buyer has the possibility of claiming goods even in person, always on working days from 8:00 to 16:30 at the Commercial Department of the Seller at the address: 22 Vlárská, 658 14 Brno.
- 3.10 The Buyer shall be also entitled to send the goods for claiming through forwarding companies whereas he shall always pay for the transport of goods to the Seller. A claimed shipment, which shall be subject to cash on delivery, or settlement of transport fees, need not be taken over by the Seller.
- 3.11 The customer shall be obliged to mark a claimed delivery visibly by an assigned reference number of the RMA, exclusively on the address label placed on the cover of the shipment.

4. Procedure during a claim of delivery

- 4.1 As a claim of delivery such a claim shall be considered when the Buyer:
 - obtained goods or quantity of goods different from those he had ordered
 - evaluated retrospectively that he had ordered the goods that don't suit him
 - didn't obtain the goods in time
 - found out discrepancies in the documents
- 4.2 The Buyer shall be obliged to notify immediately the Seller of a claim of delivery. As an announcement, the Seller shall consider a properly filled in "RMA protocol (delivery)" on www.intelek.cz in the section "Technical support/claim" only. An incompletely filled in protocol shall not be taken into account.
- 4.3 The Buyer shall be obliged to confirm the receipt of the RMA protocol to the Buyer by e-mail to the contact data of the Buyer given in the RMA protocol. At the same time, the Seller shall inform the Buyer of the assigned RMA number, which the Buyer shall be further obliged to quote during the communication with the Logistic Department on clearing out the claim of delivery.
- 4.4 In the case of a wrong releasing of goods, the Seller shall provide, upon agreement with the Buyer, a replacement of the goods free of charge (providing that the goods are damaged or used, and are packed in the original undamaged package) or delivery of the missing goods. The Seller shall be, in this case, obliged to defray the proved costs connected with the replacement or delivery of the goods to the Buyer.

5. Procedure on claiming goods damaged during the transport

- 5.1 By confirmation of the delivery list, the Buyer shall confirm to the carrier company that he accepted the goods in order.
- 5.2 The driver of the carrier company shall be obliged to wait at the check of the completeness and integrity of the accepted delivery. In the case that the delivery is damaged, the driver shall be obliged to draw up a claim protocol with the Buyer. The driver shall be obliged to carry a claim protocol form with him.
- 5.3 If the delivery is damaged partly, the Buyer shall have the right to take over the delivery or part of it with reservation that he shall be obliged to indicate in the delivery list. At the same time, the Buyer shall be obliged to draw up a claim protocol with a driver on the spot.
- 5.4 If a delivery is wholly damaged the Buyer shall be obliged to draw up a claim protocol with the driver on the spot.
- 5.5 The Buyer shall be obliged to send by return a copy of the claim protocol to the Logistic Department (logistika@intelek.cz). At the same time, he shall be obliged to fill in the RMA protocol of the delivery on www.intelek.cz in the section of Technical support.

6. Goods Returning

- 6.1 The bought goods which were delivered on the basis of incorrectly chosen goods in the order, may be returned back only with the previously written approval of the responsible person of the Commercial Department of the Seller. They have to be returned back undamaged and in the original package, including accessories and documentation.
- 6.2 The price of goods shall be, in the case of agreement about money return, credited within 30 calendar days from obtaining the goods from the Buyer. From the price of goods a manipulation fee of 10 % shall be deducted. The goods burdened with freight or cash on delivery shall not be accepted.
- 6.3 The Buyer shall be entitled to carry out the return of goods in person (para 3.9), or through carrier companies (para 3.10).
- 6.4 The Buyer shall be obliged to indicate the reference number of RMA allocated by the claim department of the Seller on the cover of the delivery (not on the original package of the goods, which has to remain undamaged in the RMA process), which he sends for claiming (para 3.11).

7. Specification of the guarantee period for product lines

RiT

- 7.1 The standard guarantee period for all components of RiT shall be 12 months.
- 7.2 The prolonged guarantee period of 20 years for Smart – Giga Cabling System, and SMART-Classix Cabling System shall be granted under the below conditions:
- The Buyer employs at least one person who is trained by the company RiT for the design and installation of structured cabling RiT, and is the holder of a valid certificate of Rit Certified Installer
 - Installation is carried out comprehensively with the use of the complete system of RiT
 - The installation company shall hand over filled in registration forms to the distributor or producer of the system
 - On the basis of the above given information, the producer shall issue „the Certificate of registered installation“ with a guarantee of 20 years for the system SMART-Giga Cabling System, SMART CLASSix Cabling System
- 7.3 The guarantee for the cabling system shall include: For a period of at least 20 years the meeting of the capacity parameters of the category 5e for the systems SMART-Giga Cabling System, and the category 6 for the system SMART-Classix Cabling System. These parameters are defined in the international standards ANSI/TIA/EIA-568-B.2, ISO/IEC 11801 2nd edition (2002) and CENELEC EN50173 (2002) for Category 6/Class E. Further the quality and consistence of the used materials shall be guaranteed.

SOLARIX

- 7.4 The standard guarantee period for all components of the structure cabling SOLARIX shall be 5 years.
- 7.5 The conditions for granting a system 20 years guarantee of SOLARIX shall be:
- all of the installed passive components of the structure cabling (i.e. patch panels, installation cables, sockets, keystones, couplings, etc.) for a single specific installation has to be from the system SOLARIX
 - the installation of these elements was provided by a company that has been trained for the installation of the cabling system Solarix and which owns the valid certificate – so called “Certificate about registered partner”
 - The installing company submitted the filled in forms needed for the registering of installation, which it obtained from the distributor
- The installing company provided the measuring protocols of the certificated ports which certify the quality carrying out of the installation
- 7.6 The guarantee on cabling system shall include: the accomplishment of the performance parameters of the category 5e for a period of at least 20 years. These parameters shall be defined in the international standards of ISO/IEC 11801 2nd edition (2002), ANSI/TIA/EIA-568B.1 and CENELEC EN 50173 (2002); and the accomplishing of the performance parameters of the category 6 for a period of at least 20 years. These parameters are defined in 11801 2nd edition (2002), ANSI/TIA/EIA-568B.2-1 and CENELEC EN 50173 (2002).

SIGNAMAX PASSIVE

- 7.7 The standard guarantee period for all components of the structure cabling SIGNAMAX shall be 5 years.
- 7.8 The conditions for granting a system 20 years guarantee of SIGNAMAX shall be:
- all of the installed passive components of the structure cabling (i.e. patch panels, installation cables, sockets, keystones, couplings, etc.) for a single specific installation has to be from the system SIGNAMAX
 - the installation of these elements was provided by a company that has been trained for the installation of the cabling system SIGNAMAX and which owns the valid certificate – so called “Certificate about registered partner”
 - The installing company submitted the filled in forms needed for the registering of installation, which it obtained from the distributor
- The installing company provided the measuring protocols of the certificated ports which certify the quality carrying out of the installation
- 7.9 The guarantee on cabling system shall include: the accomplishment of the performance parameters of the category 5e for a period of at least 20 years. These parameters shall be defined in the international standards of ISO/IEC 11801 2nd edition (2002), ANSI/TIA/EIA-568B.1 and CENELEC EN 50173 (2002); and the accomplishing of the performance parameters of the category 6 for a period of at least 20 years. These parameters are defined in 11801 2nd edition (2002), ANSI/TIA/EIA-568B.2-1 and CENELEC EN 50173 (2002).

ALVARION and PROXIM

- 7.10 For the units the standard guarantee period of 12 months shall be granted. The guarantee shall not apply to mechanical damages and breakdowns caused by unqualified installation and attendance.

SIGNAMAX ACTIVE and SIGNAMAX WIRELESS

- 7.11 The standard guarantee period shall be 2 years (for sources and ventilators the guarantee period of 6 months shall be provided).

8. Final provisions

- 8.1 This Claim Regulation shall be valid for business cases concluded by the company INTELEKT spol.s r.o. from the day of its declaration save that by this the force of previous Claim Regulations shall become null and void.
- 8.2 Subject to the change of appropriate legal standards, as well as to the business policy of the Seller, the Seller shall reserve the right to modify the Claim Regulation. Such modification and its force shall be declared by the company by a suitable way at least of month in advance providing that it shall be valid for all business cases concluded after the validity of the newly declared Claim Regulation (by the declaration it is for these cases understood also a publication on web sites of the Seller www.intelek.cz). Because of this reason, the Buyer shall be obliged to check once a month the web sites of the Seller. The Seller may also carry out the declaration by electronic mail with the reference on appropriate www sites.