

SERVICE & SUPPORT CONDITIONS

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Preamble

LANCOM offers additional support and services to optimize the use of its hardware. This document sets out the basic conditions for the use of all LANCOM services and support.

§ 1 GENERAL PROVISIONS FOR SERVICE AND SUPPORT ITEMS

The following general obligations apply to both parties for all service and support items. This is irrespective of whether they are free or paid. Additional provisions can be found in the relevant chapters.

LANCOM basically offers all services and support to all partners, value-added distributors, and other contractually entitled customers worldwide.

In no case is there a concrete entitlement to a solution or to success. In principle, free services provided by LANCOM are based on best effort only.

Any service that LANCOM provides as part of its service and support is subject exclusively to service contract law. The parties agree that no concrete success is promised at any time.

§ 2 SUPPORT SERVICES FROM LANCOM SYSTEMS GMBH

1. LANCOM provides support services to its partners within the framework of the [Partner Program](#) or dedicated support contracts.
2. Support services are also available to non-contractually entitled customers for select products where specified in the datasheet. The primary contact person is always the respective LANCOM partner or VAD.
3. The LANCOM support for partners and contractually entitled customers includes the following services in German and English:
 - Technical questions about a LANCOM product
 - Assistance with specific configuration problems by indicating common configuration errors
 - Instructions for the customer on creating standard configurations by means of a Knowledge Base.
 - Assistance in diagnosing and resolving technical problems that are presumed to be caused by the behavior of LANCOM products by means of analyzing existing configurations and captured traces
 - RMA processing
4. The support services are provided via the [web portal](#).

§ 3 PAID SUPPORT AND SERVICES

1. LANCOM also offers additional support and services that are subject to a fee. These products can be viewed [here](#). The services are described in detail in the respective data sheet.
2. The available support and services can only be linked to the respective device within 3 months of purchase. In principle, the owner of the device is entitled to assert a claim for performance. However, LANCOM assures that it will also provide the service to the same extent to third parties named by the owner, insofar as they have and can demonstrate the necessary specialist knowledge and skills.

§ 4 FREE WARRANTY EXTENSION

1. The length of the free warranty extension depends on the device type and is described in the [product description](#) valid at the time of purchase. Also, detailed information about the LANCOM Software Lifecycle Management is available [here](#).
2. The warranty period for the repaired or replaced parts or devices ends with the warranty period for the original device.
3. Services provided by LANCOM as part of the warranty extension do not result in an extension of the existing warranty period, nor do they bring about a new warranty extension.
4. The free warranty extension is only valid after purchase from a LANCOM partner or, outside the EU, from a LANCOM distributor.

§ 5 OBLIGATIONS WHEN REPLACING HARDWARE

- 1) Reporting obligations for hardware defects
 - a) If a defect in the device becomes apparent within the warranty period, claims arising from this must be submitted to LANCOM via the [Support contact](#) on the website immediately but no later than seven days after the occurrence of or knowledge of the error; the claimant must describe the defect that has occurred.
 - b) After the claim due to a hardware defect has been registered, LANCOM issues an RMA number. This authorizes the claimant to return the device. The return of a device without an RMA is not possible.
 - c) LANCOM can reject the issuance of an RMA if the claimant's description of the malfunction does not indicate the existence of a hardware defect.
 - d) The claimant is obliged to return the device to LANCOM (EU) or to a LANCOM distributor within 5 working days of receiving the RMA.
 - e) Furthermore, LANCOM will refuse to provide the service irrespective of the assignment of an RMA if, after receipt of the device, LANCOM establishes the existence of one of the grounds for exclusion referred to in sections 6) and 7), and if the claimant has not provided admissible proof to the contrary, where applicable.
- 2) Replacement by LANCOM
 - a) At the discretion of LANCOM, the defective parts or products can be replaced or repaired by a functionally equivalent or higher quality part, which may also be a reconditioned used part. (Return & Replace)
 - b) As an alternative, LANCOM reserves the right to exchange the entire device for an equivalent replacement device with a comparable or greater range of functions in the place of the defective device. The replacement may also be a refurbished device, or even a credit note.
 - c) LANCOM is entitled, but not obliged, to carry out technical changes (e.g. firmware updates) without prior notice in order to adapt the device to the current state of the art. In the event that LANCOM makes use of this option, the claimant bears no additional costs.

- d) In any case, LANCOM alone shall decide on the remedy for the defect at its own discretion.
- 3) Transport obligations
- a) The claimant is obliged to properly frank the shipment and to bear all other costs relating to the transport. Shipments marked "Freight collect", "Fees paid by recipient" or similar will not be accepted. Transportation to LANCOM or to a distributor from non-EU senders is at the claimant's own risk and expense.
- b) The claimant must securely package the device for transport before shipping it to LANCOM; the original sales packaging alone is generally not sufficient for this purpose.
- c) The RMA conveyed by LANCOM must be applied to the exterior transport packaging so that it is clearly visible.
- d) Further processing is only possible if the device is sent with a copy of the original invoice. The original invoice is to be submitted to LANCOM upon request.
- e) The costs for materials and labor at the service workshop will be borne by LANCOM, however not the costs for shipping from the claimant to the service workshop and/or to LANCOM.
- f) Within the EU, LANCOM returns the products on the basis of Incoterms 2020 DDP. Outside the EU, the basis is Incoterms 2022 EXW Germany (Aachen) unless a voucher is used.
- g) Obligations when receiving a LANCOM hardware product after claiming the service. If shipping damages that are outwardly visible should occur during the return transport from LANCOM to the claimant, this damage must immediately be reported in writing to the company commissioned with the transport and to LANCOM. Damages not outwardly visible must be reported in writing to the transport company and to LANCOM immediately after discovery, but no later than three days after delivery.
- h) For claimants outside the EU, return transport is at the claimant's own risk and expense.

- i) Claimants within the EU are obliged to provide a return address located within the European Union and to take receipt of the repaired or exchanged device there. Within the EU, returns are made to
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- 4) Data backup obligations
 - a) The claimant shall be responsible for regularly backing-up the software and/or data installed or saved by them on the device, and the configuration of the device in particular, if possible for the last time immediately prior to shipping to LANCOM and, if applicable, to remove it from the LANCOM Management Cloud (LMC).
 - b) LANCOM is authorized to delete the configuration of the device sent in by the claimant and/or to return this device or a replacement device with another version of the firmware.
 - c) LANCOM accepts no liability for damage resulting from data loss as a result of a device replacement, the use of a different version of the firmware, or other services. Claimants are not entitled to the restoration of their hardware or software configuration.
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- 5) Cost reimbursement
 - a) LANCOM reserves the right to charge the claimant for the handling and transport expenses it has incurred if the claimant demands performance of services even though they are manifestly excluded under these terms and conditions and/or if its description of the defect was misleading or inappropriate and LANCOM has incurred unnecessary additional costs as a result.
 - b) In addition, LANCOM shall be entitled to the customary remuneration (e.g. for labor, transport and parts as well as any necessary new installations of software) for services provided in connection with the rectification of defects or damage attributable to one of the aforementioned grounds for exclusion.

6) Limitation periods

- a) Service claims can be asserted until the last day of the warranty period by notifying LANCOM in accordance with 1.1) above.
- b) After the warranty period has expired, the assertion of the service is excluded and forfeited.
- c) Claims are also excluded if, despite the notification of the claim, the notified device is not received by LANCOM within 14 days of the end of the claim period.
- d) The previous paragraph does not apply if the delay to the receipt was caused exclusively by LANCOM.

7) Other exclusion factors

There is no entitlement to the service:

- a) if the sticker (if present on the product type) with the serial number has been removed from the device, altered, or made unrecognizable.
- b) if the claim was not reported in accordance with clause 1.2, or transport damages were not reported
 - i. in accordance with g)
 - ii. for transport damage incurred during transport to LANCOM through no fault of LANCOM;
 - iii. for transport damage caused during transport from the LANCOM partner to the claimant;
 - iv. for other accidental damage;
 - v. if the device was damaged or destroyed by environmental impacts (mechanical effects, moisture, weather, lightning, electric shock, dust, overvoltage, etc.) or force majeure.
- c) if the device was stored or operated under conditions outside of the technical specifications.
- d) if the damage arose through improper handling—in particular through non-compliance with the system description and the operating instructions.
- e) if the device was opened, repaired, or modified by persons not authorized by LANCOM.
- f) if the cause of the reported malfunction of the device arose from faulty hardware or software from other manufacturers or by faulty installation or operation.
- g) for damage resulting from normal wear and tear. Unless stated otherwise in data sheets or product descriptions.
- h) if the device was purchased by a system manufacturer as a component integrated into a system.

§ 6 FINAL PROVISIONS

The LANCOM Systems GmbH [General Terms and Conditions of Business](#) also apply