

WARRANTY Certificate

for extended warranty of 25 years for project Rozbudowa budynku S-1 o zachodnie i wschodnie skrzydło w ramach inwestycji pn. "Rozbudowa i nadbudowa budynku S-1"

Permanent Link according to EN 50173-X

Basis for this certificate are the warranty conditions of July 2022.

Warranty recipient (end customer/project)	Network operator (if different)
Company AGH	Company -
Contact Rafał Filip	Contact -
Street al. Adama Mickiewicza 30	Street -
Postcode / City 30-059 Kraków	Postcode / City -
Tel. 603670098	Tel. -
Email filip@agh.edu.pl	Email -

Planer/Consulter

Company 2Partners Sp. z o.o.
 Contact Daniel Wojtaszek
 Street ul. Willowa 88
 Postcode / City 32-085 Modlniczka
 Tel. 695 678 811
 Email daniel@2partners.pl

Installer

Company Fortis Sp. z o.o.
 Contact Rafał Faliński
 Street KS. Ignacego Skorupki nr.11 lok.2
 Postcode / City 31-519 Kraków
 Tel. 882124126
 Email ffalinski@aol.com

Installed Components

walloutlets/ jack moduls
 Art.Nr. LKD9ZQ010000000
 Quantity 1098

Patch Panel
 Art.Nr. LKD9A9022020000
 Quantity 26

Patch cable
 Art.Nr. -
 Quantity -

Installation cable
 Art.Nr. LKD7KS6B0220000
 Total – Length 22727.4 m

WARRANTY DECLARATION for an extended warranty

1. Content and duration of the warranty

The warranty program of KERPEN DATACOM GmbH, hereinafter referred to as KERPEN, includes a system warranty with a term of 25 years for project **Rozbudowa budynku S-1 o zachodnie i wschodnie skrzydło w ramach inwestycji pn. "Rozbudowa i nadbudowa budynku S-1"**. The term begins at the day of delivery of the products to the executing company. In fact, the warranty expires after 25 years and 3 months at the latest. The system warranty covers all existing permanent links according to EN 50173 or ISO/IEC 11801.

2. System Warranty Requirements

The system warranty is granted under the condition that:

- only new components of KERPEN brands MegaLine® or GigaLine® are used for the cabling systems (installation cables, panels, junction boxes, socket modules, plugs, adapters, etc.), and
- only original KERPEN patch cords are connected to the cabling system during the term of the warranty, and
- the cabling system has been installed by the executing company in accordance with the recognized rules of technology and the applicable standards and guidelines EN 50174-x, EN 50310, EN 50346, DIN EN 61935, DIN ISO/IEC 14763-3, kerpen assembly instructions have been complied with and a complete acceptance measurement has been documented, and
- all passive cabling products have been stored dry and dust-free before installation in accordance with the environmental conditions intended for them and the generally accepted rules of technology and have been handled professionally in accordance with their intended purpose and area of application and
- within the regular warranty period of 2 years, but at the earliest after one year from acceptance, a further random measurement of at least 5% of the system is proven.

Upon application, the guarantor must send kerpen an electronic copy of the acceptance measurements of all installation lines as well as the execution plans, managing the original documents for the term of the system warranty by himself.

3. Exclusion of warranty services

Warranty claims of the guarantor against KERPEN are excluded in particular:

- for products not expressly listed in the warranty certificate
- if modifications, changes or extensions of the cabling system have been made without the consent of KERPEN
- in the event of damage due to chemical, mechanical, electrical or electro-lytic influences as well as other external influences such as fire, water or other cases of force majeure
- if the products have been damaged, modified or not installed according to the manufacturer's specifications
- if defects were caused by the incorrect or improper use or misuse or fault of the guarantor
- if defects were caused by an inappropriate or inconsistent system configuration of the warranty taker
- if independent repairs have been carried out without the prior written approval of KERPEN.

All MegaLine® and GigaLine® patch cords are excluded from the warranty.

4. Assertion of warranty services

To make use of the system warranty, the warranty holder must provide KERPEN with proof within the term of the warranty contract that

- a warranty claim has occurred under this system warranty and to explain what he sees as the warranty claim and
- all cabling products have been used according to their intended purpose and area of application, and
- except in accordance with Section 3, no changes, modifications, or extensions to the cabling system have taken place.

Furthermore, at the same time as the assertion of a guaranteed service, the guarantor is obliged to:

- provide KERPEN with a detailed description of the error, and
- to send copies of the delivery note and the invoices of the cabling products used, and
- submit the warranty certificate issued and registered by KERPEN.

In all other respects, KERPEN or an expert commissioned by KERPEN is entitled, after the warranty claim has been asserted by the guarantor, to test and examine the cabling system on site and, if necessary, to remove or have removed any disputed cabling products for investigations. If it turns out that the assertion of the warranty claim by the guarantor was unjustified, the guarantor is obliged to reimburse all costs incurred by KERPEN.

5. Warranty

In the event of a justified warranty claim, KERPEN will replace or repair the defective cabling products at its own choice. KERPEN is entitled, in the context of the replacement of faulty cabling products, to replace them with functionally and installation-compatible cabling products at its own discretion.

There are no further claims of the guarantor against KERPEN, in particular KERPEN assumes no liability for damages and is not liable for consequential damages and data loss.

6. Applicable law / place of jurisdiction

6.1 This guarantee contract, including the following dispute resolution clause, is subject to the law of the Federal Republic of Germany to the exclusion of private international law. The Vienna UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

6.2 The exclusive place of jurisdiction for all legal disputes arising from the content of this guarantee contract as well as its origin and effectiveness, which the parties do not settle amicably, is Aachen, Germany.

7. Final provisions

7.1 This guarantee contract or individual rights arising therefrom may not be assigned or otherwise transferred to third parties without the prior written consent of the other party.

7.2 Verbal ancillary agreements have not been made. Changes and additions to this guarantee contract must be made in writing. This also applies to the written form requirement itself.

7.3 Should individually provisions of this guarantee contract, for whatever reason, be or become void, ineffective, or unenforceable, this shall not affect the validity of the remaining provisions.

In this case, the parties shall replace the void, unenforceable or ineffective provision with such a valid provision that largely fulfils the economic purpose of the void, ineffective or unenforceable provision.