

FOS Inon Optics

WARRANTY AND RETURN POLICY



FOS Inon Optics UG (further referred to as 'FOS') is a manufacturer of optical fiber and optical fiber products and components (further referred to as 'Product'). FOS takes pride in delivering a high-quality Product that meets Customer's requirements. If the Product appears to not meet agreed upon specification, it may be returned to FOS for investigation and, where applicable, reimbursement or free of charge replacement/ repair.

1. Disclaimer

- 1.1. FOS disclaims and excludes any implied warranty, including, without limitation, warranties of merchantability and fitness for a particular purpose. In no event shall FOS be liable for loss of use, loss of profits, punitive damages, attorney's fees, and expenses, consequential, incidental, or special damages, or any other direct or indirect damages whatsoever.
- 1.2. FOS shall not have responsibility for damages caused by ordinary wear and tear, unintended use, misuse abuse or improper handling, operation, or storage of any product by Customer or any third party.

2. General Warranty Information

- 2.1. FOS warrants to the Customer that purchased Product will be free from defects and comply with the mutually agreed upon specification.
- 2.2. Unless in-written specified otherwise, risk of loss shall pass to the Customer, and delivery shall be deemed completed, upon FOS's transfer of the Product to a carrier. All delivery dates are approximate. FOS will deliver in one shipment, when possible, but reserves the right to make a partial delivery if mutually agreed upon with the Customer.
- 2.3. The following warranty shall continue for set periods:
 - one (1) year for non-sterile products.

3. Inspections and return authorization

- 3.1. Partial shipment by FOS is not a basis for a non-conformity claim.
- 3.2. Within ninety (90) days of receipt of the Product, Customer shall inspect the Product, read the accompanying documentation, and give written notice of any error or claim that the Product does not conform to the mutually agreed upon specification. If after inspection the Product is accepted by the Customer, further warranty is not applicable to visual defects.
- 3.3. Should the Product fail to meet the mutually agreed upon specification, product must be returned to FOS, unless otherwise negotiated in writing.
- 3.4. Potentially nonconforming Product may not be

returned without FOS's prior written consent.

- 3.5. A Return Material Authorization (further referred to as 'RMA') will be issued by FOS within five (5) business days following the receipt of the request, assuming all information requested in **p. 5.3** has been provided. The RMA will be sent by e-mail to the point of contact requesting it.
- 3.6. Unless the RMA is not issued within five (5) business days after all information requested in **p. 5.3** has been provided to FOS, no act by FOS (including receipt of returned Product) shall constitute FOS's acceptance of the returned Product unless FOS previously provided an RMA.
- 3.7. Unless agreed otherwise in written RMA validity period is ninety (90) days. If the Product is not returned to FOS within ninety (90) days, the complaint will be closed as unjustified. Products received after expiry of RMA will be returned to the Customer at their expense.

4. Warranty void

- 4.1. Warranty will be void if the Product:
 - has been misused, abused, or improperly handled, operated, or stored,
 - has been a subject to adverse effects of external factors not made known to FOS in the mutually agreed upon specification,
 - has been modified after receipt by the Customer,
 - has expired warranty period,
 - is not traceable to the original identification issued by FOS: LOT and, where applicable, Serial Number.
- 4.2. If necessary, FOS can assist the Customer with the repair of the Product with void warranty; however, the incurred costs will be charged to the customer.

5. Return procedure, investigation, and further activities

The purpose of this procedure is to enable the prompt identification of the cause of non-conformity by FOS and, where applicable eliminate and prevent it from recurring. Directions for the return of the potentially defective Product for investigation and where applicable, reimbursement/ replacement/ repair:

- 5.1. Use your regular point of contact with FOS or contact complaint.int@fosoptics.de to request an RMA number.
- 5.2. Together with the request please submit the 'Complaint submission form' or provide following information in your chosen form:
 - the LOT and, where applicable, Serial Number of the nonconforming product issued by FOS,
 - quantity of nonconforming Product(s),

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- description of the conditions during the discovery of the nonconformity (e.g., incoming inspection, during use etc.), description of the nonconformity (please include pictures, test results etc. if available),
invoice number and/ or delivery note number associated with the Product, if available.
- 5.3. In the event that 'Complaint submission form' has not been made available to the Customer it can be downloaded from www.fosoptics.de or requested via e-mail complaint.int@fosoptics.de.
 - 5.4. The returned Product will be investigated only for the nonconformities indicated in the RMA request and 'Complaint submission form'.
 - 5.5. FOS shall be notified about any changes in item quantity and/ or nonconformity within the RMA request. RMA reference number must only be used if such changes have been in-written authorized by FOS, otherwise a separate RMA must be requested.
 - 5.6. The RMA number should be clearly indicated in the shipping documents for tracking purposes.
 - 5.7. Returned Product must be traceable to the FOS LOT or/ and Serial Number, if possible, the product should be returned with the original packaging.
 - 5.8. During the investigation the Customer may be contacted by FOS representative for resolving additional questions by phone or e-mail.
 - 5.9. The investigation will be performed by FOS within ten (10) business days following the receipt of the nonconforming product and/ or all relevant information. Different due date can be mutually agreed upon in written depending on the complexity of the complaint.
 - 5.10. If the investigation shows that the Product is compliant with the specification and/ or that the Warranty is void per requirements set in **p. 4.** the Product will not be eligible for reimbursement or free of charge replacement/ repair and will be returned to the Customer at their own expense, including inspection, labor, and shipping costs.
 - 5.11. The Customer will be informed about the results of the investigation and any further actions will be mutually agreed upon in writing.