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Transcelestial Technologies Pte Ltd Product Warranty ("Warranty")

Version 6

Updated: May 2023

1. Introduction

- 1.1. Transcelestial Technologies Pte Ltd ("**Transcelestial**") is committed to ensuring that all products ("**Products**") are quality tested and in full working order prior to shipment.
- 1.2. Under this Warranty, Transcelestial warrants that each of its Products are free from defective workmanship and materials under normal use for twelve (12) months from the date the Product(s) are received by the Customer ("**Warranty Period**").
- 1.3. Transcelestial's responsibilities under this Warranty shall be limited to providing Level Three technical support, providing critical software updates (if necessary), and replacing any defective Products during the Warranty Period, provided the Return Material Authorization (RMA) guidelines below are followed.

2. Definitions

The following definitions shall apply to this Warranty:

- 2.1. **Advanced RMA**: means a chargeable service which triggers the immediate release of a Replacement Product before a Returned Product has been collected by Transcelestial;
- 2.2. **Customer**: means the end user of the Product;
- 2.3. **Dead on Arrival (DOA)**: means a Product fails to initially power-up or is faulty and/or unusable during initial staging and/or deployment;
- 2.4. **Delivery Order**: means a dated and signed/stamped document issued on the date upon which ownership of the Product transfers to the Customer;
- 2.5. **Demonstration Products**: means not for resale Products sold to a Supplier for the purpose of Customer demonstration/trial only;
- 2.6. **Ex Works**: Transcelestial makes the Products available and at the disposal of the buyer to collect from Transcelestial's warehouse in Singapore;
- 2.7. **Level One**: means support and troubleshooting performed by the Customer
- 2.8. **Level Two**: means support and troubleshooting performed by the Supplier
- 2.9. **Level Three**: means support and troubleshooting performed by Transcelestial



- 2.10. **Products:** means CENTAURI 1G, CENTAURI 10G, Mounting Bracket, and shall include Site Survey Tool (SST), External SFP 1G, External SFP+ 10G, Power over Ethernet (PoE);
- 2.11. **Purchase Order:** means a commercial document issued by the Supplier to Transcelestial, indicating types, quantities, and agreed prices for the Products;
- 2.12. **Replacement Product:** means the new Product supplied by Transcelestial to replace the faulty Product;
- 2.13. **Return Material Authorisation (RMA):** means a process available via the Transcelestial Support Portal which enables a Customer to request authorisation from Transcelestial to return a faulty Product and receive a replacement, if accepted;
- 2.14. **Returned Product:** the faulty Product being returned to Transcelestial, in Singapore;
- 2.15. **RMA Assessment:** means a technical assessment performed by a Transcelestial Support Engineer to determine whether an RMA Request is accepted or declined;
- 2.16. **RMA Request:** means an official request to return a faulty Product, submitted via the Transcelestial Support Portal support desk;
- 2.17. **Spare Product/Spare:** means a Customer/Supplier stocked Product held without Warranty activation until required for replacing Dead on Arrival or faulty Products;
- 2.18. **Supplier:** means an authorised dealer, distributor or reseller from whom the Product was purchased by the Customer;
- 2.19. **Transcelestial:** means Transcelestial Technologies Pte Ltd; manufacturer of the Products;
- 2.20. **Transcelestial Support Engineer:** means the Transcelestial agent who offers Level Three technical support via the Transcelestial Support Portal;
- 2.21. **Transcelestial Support Portal:** means the online platform used by Customers and Suppliers for its extensive knowledge base and support desk ticketing system <https://transcelestial.freshdesk.com/support/home>;
- 2.22. **Warranty:** this document and shall include any schedules or appendices and any revisions made to this document from time to time;
- 2.23. **Warranty Extension:** means an extension to the original Warranty Period which can be purchased in blocks of twelve (12) months.
- 2.24. **Warranty Period:** means twelve (12) months from the date the Product(s) are received by the Customer;



3. Exclusion of Other Warranties

- 3.1. To the fullest extent permitted by law, the Warranty expressly provided herein is the sole and exclusive warranty provided in connection with the Products during the Warranty Period. Transcelestial hereby DISCLAIM all other expressions of warranty or implied warranty of any kind, whether oral, written, express, implied or statutory, including, but not limited to, representations, endorsements, guarantees, or warranties of merchantability, accuracy, quality, results, availability, fitness for a particular purpose or use or warranties against hidden or latent defects.
- 3.2. The Products may be subjected to limitations, interruptions, delays, cancellations and other problems inherent in the use as a communications device.
- 3.3. Transcelestial does not warrant that the operation of the Products will be error-free or that operations will be uninterrupted. No verbal or written modification, extension, or addition to this Warranty offered by any individual or entity claiming to represent Transcelestial or any dealer, distributor or reseller, shall be binding on Transcelestial.

4. Warranty Exclusions

- 4.1. Notwithstanding that the Products are within the Warranty Period, this Warranty shall be invalidated and rendered void if:
 - 4.1.1. the Product is altered or otherwise tampered within a manner that modifies the Product from its original configuration, unless such modifications are made by a certified professional with Transcelestial's written approval or authorisation;
 - 4.1.2. external surfaces have been painted, labelled, rebranded or otherwise modified;
 - 4.1.3. the Product does not present an original Transcelestial label or is manufactured by and carries the brand of a third party that is not Transcelestial;
 - 4.1.4. the Product has been damaged, impaired or modified as a result of third party hardware, accessories, firmware, and/or software not provided or approved by Transcelestial for use with the Product;
 - 4.1.5. the Product has been damaged due to acts of nature or natural disaster, including but not limited to lightning, volcanic eruption, fire, tsunami, flood, tornado, earthquake or hurricane;
 - 4.1.6. the Product shows evidence of exposure to extreme temperatures or environmental conditions beyond product specifications;
 - 4.1.7. the Product is subjected to abnormal or extreme electric or physical stress, including, but not limited to, power surges, improper power supply, electrical current fluctuations, corrosive environments, improper handling, negligence, accident, physical abuse or misuse; and
 - 4.1.8. the Product has not been installed, operated, repaired, or maintained in accordance with Transcelestial recommendations, published specifications, product manual or normal practice,



including, but not limited to, improper mounting, cabling or connection to power.

- 4.2. Unless otherwise specified, this Warranty only covers defects in workmanship and materials as originally supplied. The Warranty does not cover:
 - 4.2.1. consumable items (which are not part of the Products) even if packaged or sold together with the Products;
 - 4.2.2. deterioration of the Products due to normal wear and tear, including without limitation to corrosion, scratches, dents, or stains;
 - 4.2.3. damage, fault or failure due to or arising out of, transit or delivery, packing, unpacking, dismantling, or installations performed other than by certified professionals with Transcelestial's written approval or authorisation;
 - 4.2.4. Intermittent issues relating to communications or signal reception, software or hardware incompatibility issues, adjustments, set-up, battery change, replenishing of consumables, short circuit, routine maintenance and servicing, periodic checkups, cleaning, checking of improper operation or incorrect use; and
 - 4.2.5. cosmetic imperfections or minor imperfections within design specifications which do not materially alter functionality of the Products.

5. Limitations of Liability

- 5.1. In no event will Transcelestial be liable for any of the following events as a result of the use of, or inability to use, the Product, whether it is in Warranty, under contract or bound by any other legal agreement, and whether or not advised of the possibility of such damages:
 - 5.1.1. indirect, incidental, exemplary, special or consequential damages;
 - 5.1.2. loss or corruption of data or interrupted or loss of business;
 - 5.1.3. product performance, selection, or choice of application;
 - 5.1.4. failure of the Product to meet government or regulatory requirements; or
 - 5.1.5. loss of revenue, profits, goodwill or anticipated sales or savings.

6. Return Material Authorization (RMA)

- 6.1. An RMA Request should be submitted when;
 - 6.1.1. a hardware fault is confirmed following Level One and Level Two/Level Three support; or
 - 6.1.2. a Product is deemed Dead on Arrival (DOA).
- 6.2. All RMA Requests must be processed via the [Transcelestial Support Portal](#) and issued with an RMA number.
- 6.3. During the Warranty Period, no Product will be accepted for replacement without an RMA number provided by Transcelestial.
- 6.4. The following conditions must be met by the Customer or the RMA Request will not be accepted or fulfilled:



- 6.4.1. within five (5) days from the date an RMA number is issued, the Returned Product must be packed for transportation, in accordance with the return guidelines provided by the Transcelestial Agent via the Transcelestial Support Portal;
 - 6.4.2. with the transportation lock in place and the Product secured on a pallet;
 - 6.4.3. the dimensions and weight of the pallet and the collection address must be provided to Transcelestial upon request, without delay,
 - 6.4.4. the commercial invoice, shipping labels and RMA number issued by Transcelestial must be printed and affixed on the outside of the return shipment packaging prior to Transcelestial's communicated collection date.
- 6.5. Before packing and shipping the Product back to Transcelestial, the Customer must delete any confidential or personal information that may be contained in the defective Product before handing or returning the Product to Transcelestial. Transcelestial assumes no responsibility and will not be liable for any loss, damage, destruction, alteration or failure to maintain confidentiality of programs, data, information or other material left in the Product.
- 6.6. Transcelestial will conduct diagnostic tests on the Product to determine the cause of failure or defect. Transcelestial's decision on all warranty claims, including without limitation as to whether there is a defect in the Products, the cause of failure or defect, the validity of the warranty, and the remedy to be provided, shall be final and conclusive.

7. RMA Shipping costs

- 7.1. Transcelestial will cover all costs related to the return of the Product under the RMA Request to Transcelestial (Singapore), including taxes, duties and customs charges.
- 7.2. The Customer will pay for all costs of shipping a Replacement Product from Transcelestial (Singapore) back to the Customer, including taxes, duties and customs charges.

8. Transcelestial Technical Support

- 8.1. To access Level Three technical support and RMA services, Transcelestial will require a valid warranty.
- 8.2. The support framework at Transcelestial includes three levels;
 - 8.2.1. Level One:**
 - 8.2.1.1. If the Customer experiences a technical issue with the Product, they should follow the [On-site troubleshooting checklist for CENTAURI](#) in an attempt to solve the hardware issue.



8.2.2. Level Two:

- 8.2.2.1. If the problem persists, the Customer should contact their authorised dealer, distributor or reseller from whom the Product was purchased (referred to in this Section as the “Supplier”).
- 8.2.2.2. The Supplier will handle requests for support by performing a technical assessment in an attempt to solve the hardware issue.
- 8.2.2.3. If the Product is non-responsive, it will be verified as faulty and the Supplier will submit an RMA Request to Transcelestial.
- 8.2.2.4. If more advanced technical assistance is required, the Supplier will submit a support ticket via the Transcelestial Support Portal for Level Three support from a Transcelestial Support Engineer.

8.2.3. Level Three:

- 8.2.3.1. Transcelestial will handle all requests for Level Three support remotely. A technical assessment will be performed, requiring onsite Customer/Supplier assistance, in an attempt to solve the hardware issue.
- 8.2.3.2. If a solution is found, the support ticket will be closed.
- 8.2.3.3. If the Product is non-responsive, it will be verified as faulty, the support ticket will be closed and an RMA Request will be submitted via the Transcelestial Support Portal on behalf of the Customer.
- 8.2.3.4. The requestor will receive an RMA number and return guidelines via the Transcelestial Support Portal.

9. RMA Assessment

- 9.1. Once an RMA Request ticket has been received, a Transcelestial Support Engineer will assess the information provided and aim to determine an acceptance of the RMA Request remotely.
- 9.2. If the evidence is inconclusive and, following further questioning, the Transcelestial Support Engineer cannot determine the cause of the fault, the Product will need to be returned to Transcelestial for a detailed factory assessment to determine the cause of failure or defect. The Customer will be notified of either an RMA approval or rejection result within four (4) business days from the date Transcelestial receives the Returned Product.

10. Response Times

- 10.1. Transcelestial’s operating hours are 8:00am to 6:00pm, Monday to Friday in Singapore (GMT +8), excluding public holidays.
- 10.2. Transcelestial will respond to Level Three support and RMA Requests as follows:



LEVEL THREE SUPPORT

| |
|---|
| FIRST RESPONSE |
| Transcestial Support Engineer will commence troubleshooting within two (2) business days |

RMA

| FIRST RESPONSE | ASSESSMENT | REPLACEMENT |
|---|--|--|
| Transcestial Agent will respond within one (1) business day from date RMA Request received | <u>Remote Assessment:</u> Within three (3) business days from date RMA Request received | <u>Remote Approval:</u> Collection of Replacement Product from Singapore factory available three (3) business days after Transcestial's collection of Returned Product from Customer |
| | <u>Factory Assessment:</u> Within four (4) business days from date Returned Product is received at Singapore factory | <u>Factory Approval:</u> Collection of Replacement Product available one (1) business day after RMA Assessment result notice |

10.3. Delivery times may vary depending on delivery location and stock availability.

11. Advanced RMA

11.1. If Transcestial's standard RMA response time is not agreeable and the Customer requires a Replacement Product urgently, a chargeable Advanced RMA service can be requested, as follows:

ADVANCED RMA

| FIRST RESPONSE | REPLACEMENT |
|--|--|
| Transcestial Agent will respond within one (1) business day from date RMA Request is received | Collection of Replacement Product available three (3) business days from date RMA Request is received |

11.2. For Advanced RMA cases, if the original RMA Request is rejected following the RMA Assessment, an invoice will be issued for the Replacement Product for immediate payment.



12. Dead on Arrival [DOA]

- 12.1. A new Product is deemed Dead On Arrival if any of the below are true:
 - 12.1.1. product fails to initially power-up,
 - 12.1.2. product is faulty and/or unusable during initial staging and/or deployment.
- 12.2. All DOA are to be verified by a Transcelestial Support Engineer through remote testing and/or assessment of the technical information provided.
- 12.3. A DOA must be reported within 30 days from Warranty activation.
- 12.4. For all DOA verified by Transcelestial:
 - 12.4.1. Replacement Products will be free of charge,
 - 12.4.2. return and delivery shipment costs will be borne by Transcelestial.
- 12.5. A thorough technical investigation will be performed by Transcelestial upon receipt of the DOA Product.

13. Stocking Spares

- 13.1. To be eligible for Warranty, all Supplier stocked Spare Products ("Spare") must be purchased for a specific Customer and declared to Transcelestial by serial number within seven (7) days from date of signed Delivery Order.
- 13.2. Every Spare will be held without any Warranty activation until it is required.
- 13.3. If a Customer specific Spare is used to replace a faulty device for RMA, the Spare's serial number will inherit the original Warranty expiry date of the faulty Product. The faulty Product will be returned to Transcelestial, and in turn, the Replacement Product will be shipped to resume the position of the original Spare. The serial number of the Replacement Product will be marked as a Spare without Warranty activation until required.
- 13.4. If the purpose of a Spare is changed for a new requirement, the initial Warranty Period will be activated at the point of use.

14. Demonstration Products

- 14.1. The Warranty Period for Demonstration Products (Products sold for the purpose of Customer demonstration only; not for resale) will be activated on the delivery date of a Purchase Order to the authorised dealer, distributor or reseller (hereinafter "Supplier"), triggered by Transcelestial upon receipt of a dated and signed Delivery Order.
- 14.2. For Demonstration Products purchased under an Ex Works shipping term, the Warranty Period will be thirteen (13) months from date of Delivery Order (granting a one (1) month grace period for shipping prior to the commencement of the standard Warranty Period).



15. Warranty Extension

15.1. An extension to the original Warranty Period can be purchased in blocks of twelve (12) months at the point of original sale or seven (7) days prior to a Warranty Period expiry date. Warranty Extension rates are available via a Transcelestial sales representative.

16. Warranty Check Point

16.1. If warranty status is unknown, the Customer/Supplier can submit a ticket via the Transcelestial Support Portal and Transcelestial will respond with the expiry date according to the serial number provided within three (3) business days.

17. No Refunds, Product Repairs, or Internal Components

17.1. Transcelestial does not offer refund or repair service for any Returned Products at this time. Individual internal components within the Products are neither available as spares, nor as standalone items for separate purchase.

18. Governing Law

18.1. This Warranty is governed by the laws of the Republic of Singapore. Any dispute arising out of or in connection with this Warranty, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore and the tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

19. Amendment

19.1. Transcelestial reserves the right to vary, modify, or change the terms and conditions of this Warranty herein at any time with or without notice to the Customer.