

FYLA Ultrafast Photonics

FYLA LASER, S.L. — Legal Document

General Terms and Conditions of Warranty

Applicable to the Lasers, Inspection and Networks Business
Units — Rev. 2026-09-28

Effective 2026-09-28

sales@fyla.com | +34 607 971 021

PREAMBLE

These General Terms and Conditions of Warranty (“**Warranty Terms**”) set out the warranty given by FYLA LASER, S.L. (“**FYLA**”) with respect to Products sold under FYLA's General Terms and Conditions of Sale (the “**Sale Terms**”), across FYLA's Lasers, Inspection and Networks Business Units.

These Warranty Terms are incorporated by reference into, and form part of, every Contract for the sale of Products, and prevail over the Sale Terms with respect to warranty matters, as provided in Section 2.2 of the Sale Terms. Capitalized terms used but not defined in these Warranty Terms have the meaning given to them in the Sale Terms.

These Warranty Terms are effective as of 28 September 2026 (the “Effective Date”) and apply to all Contracts concluded on or after the Effective Date. Contracts concluded before the Effective Date remain governed by the version of FYLA's warranty terms in force at the time of their conclusion.

1. DEFINITIONS

1.1 “Warranty Period” means the period during which the warranty set out in Section 2 applies, as determined in accordance with Section 4.

1.2 “Defect” means a failure of a Product, under normal use, to be free from defects in materials or workmanship, or to conform in all material respects to the Specifications.

1.3 “RMA” means a Return Material Authorization number issued by FYLA prior to the return of any Product.

1.4 Other terms such as “FYLA”, “Buyer”, “Products”, “Systems”, “Components”, “Contract”, “Specifications” and “Order Confirmation” have the meaning given to them in the Sale Terms.

2. SCOPE OF WARRANTY

2.1 FYLA warrants that, during the Warranty Period, the Products will (a) be free from Defects in materials and workmanship, and (b) conform in all material respects to the Specifications, provided that the Products are used, stored and maintained in accordance with FYLA's documentation and under normal operating conditions.

2.2 This warranty applies uniformly to Products sold under any FYLA Business Unit (Lasers, Inspection and Networks), subject to Section 4 (Warranty Period) and Section 5 (Exclusions).

2.3 Where Products of the Networks Business Unit are supplied under a government, defense, or space-agency contract, framework agreement, or program-specific procurement document that includes its own warranty, acceptance, or product-support terms, those terms shall govern to the extent of any conflict with these Warranty Terms, and these Warranty Terms shall apply only to the extent not addressed in such contract.

3. WHO MAY CLAIM

3.1 This warranty is granted to the original Buyer only, at the original installation or use location stated in the Order Confirmation, and is non-transferable except with FYLA's prior written consent.

4. WARRANTY PERIOD

4.1 Unless a different period is expressly stated in the Order Confirmation or in FYLA's published warranty schedule for a specific Product, the Warranty Period is twelve (12) months, applicable uniformly across the Lasers, Inspection and Networks Business Units.

4.2 For Components (Products that are not Systems, as defined in the Sale Terms), the Warranty Period commences on the date of delivery in accordance with Section 6 of the Sale Terms.

4.3 For Systems, the Warranty Period commences on the date of Acceptance in accordance with Section 9 of the Sale Terms, including where Acceptance occurs automatically because the System has been placed into production use by the Buyer, or because ninety (90) calendar days have elapsed since the Facility Delivery Date, as provided in Section 9.3 of the Sale Terms.

4.4 Products, parts or components repaired or replaced under this warranty are warranted only for the remainder of the original Warranty Period applicable to the affected Product, or ninety (90) calendar days from the date of shipment of the repaired or replacement item, whichever is longer.

4.5 FYLA may, at its discretion, offer the Buyer the option to purchase an extended warranty covering a period beyond the Warranty Period set out in Section 4.1, on such additional terms and for such additional fee as FYLA may specify at the time of quotation or in a separate extended warranty agreement. Unless the Parties expressly agree otherwise in writing, any such extended warranty is governed by these Warranty Terms for the duration of the extension.

5. EXCLUSIONS

5.1 This warranty does not cover:

- (a) normal wear and tear, or consumable items (such as replacement optics, lamps, fuses, or similar items identified as consumables in FYLA's documentation);
- (b) Defects arising from improper storage, installation, or operation, or from insufficient or improper maintenance;
- (c) Defects caused by modification, alteration, or repair not carried out by FYLA or its authorized representative;
- (d) Defects arising from the use of spare parts, consumables, or accessories not supplied or approved by FYLA, where the corresponding FYLA part was available;
- (e) Defects arising from use outside the environmental or operating conditions specified in FYLA's documentation;
- (f) Defects caused by accident, misuse, negligence, or use of the Product in combination with equipment, software or consumables not supplied or approved by FYLA;
- (g) cosmetic damage that does not affect the performance of the Product; and
- (h) damage occurring during return shipment to FYLA under Section 6 that is attributable to the Product not being packaged in accordance with Section 6.3.

5.2 Major subsystems or components manufactured by third parties but integrated into a FYLA Product are covered by this warranty on the same terms as FYLA's own components, except that FYLA's obligations with respect to such items shall not exceed the obligations owed to FYLA under the corresponding third-party manufacturer's warranty.

6. CLAIM PROCEDURE (RMA)

6.1 The Buyer shall notify FYLA in writing of any alleged Defect within fourteen (14) calendar days after the Buyer discovered, or should reasonably have discovered, the Defect, describing it in reasonably sufficient detail to allow FYLA to assess the claim. Such notice shall be sent to sales@fyala.com. Such notice shall in no event be given later than two (2) weeks after expiry of the Warranty Period. Failure to notify FYLA within these time limits shall result in the Buyer losing its right to have the Defect remedied.

6.2 No Product may be returned to FYLA without a Return Material Authorization (“**RMA**”) number issued in advance by FYLA. Products returned without a valid RMA number, clearly marked on the outside of the shipping container, will be refused.

6.3 Unless otherwise agreed in writing, the Buyer shall ship the Product to FYLA's facility in Paterna (Valencia), Spain, or such other location designated by FYLA, at the Buyer's cost and risk, in the original packaging or equivalent protective packaging providing at least the same level of protection. FYLA shall bear the cost and risk of shipping the repaired or replacement Product back to the Buyer. If FYLA confirms that the Defect is covered by this warranty, FYLA shall also reimburse the Buyer's reasonable cost of shipping the Product to FYLA under this Section. Where a Product forms part of an installed System, any costs of de-installation, packaging for return, and subsequent re-installation at the Buyer's site are the Buyer's responsibility, unless FYLA determines that the Defect is covered by this warranty and elects, at its discretion, to perform such de-installation and re-installation itself.

6.4 Where FYLA determines, after inspection, that the returned Product is not defective, or that the alleged Defect is excluded under Section 5, FYLA shall inform the Buyer accordingly and may charge the Buyer for the reasonable cost of inspection, testing, and return shipment.

6.5 Where the Product cannot reasonably be returned to FYLA's facility (e.g., due to its size, weight, or installation), FYLA may, at its discretion, provide an on-site service engineer, subject to the Buyer covering all travel, subsistence and related costs of such visit unless the Defect is confirmed to be covered by this warranty.

6.6 Unless otherwise agreed in writing, if a claim relates to a Product located at a place other than the Buyer's facility stated in the Order Confirmation, or, for Systems, the Designated Facility, the Buyer shall bear any additional costs incurred by FYLA in remedying the Defect as a result of the Product being located elsewhere.

7. REMEDY

7.1 FYLA's sole obligation, and the Buyer's sole and exclusive remedy, for any breach of this warranty is, at FYLA's option, to (a) repair the defective Product or the affected part, free of charge, (b) replace the defective Product or the affected part, free of charge, or (c) issue a corresponding credit against future purchases.

7.2 FYLA shall use commercially reasonable efforts to complete any repair or replacement under Section 7.1 within a period that is reasonable considering the nature of the Product and the availability of the necessary replacement parts or components, which for certain specialized Products may require a lead time of several months.

8. DISCLAIMER OF OTHER WARRANTIES

This warranty is FYLA's only warranty with respect to the Products and is made in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. No FYLA representative or other person is authorized to make any warranty on FYLA's behalf other than as stated in these Warranty Terms, or to bind FYLA to any obligation or liability in connection with the Products beyond what is stated herein.

9. LIMITATION OF LIABILITY

FYLA's liability arising out of or in connection with this warranty, and any claim brought under it, is subject to the same limitations, exclusions and carve-outs set out in Section 14 (Limitation of Liability) of the Sale Terms, which apply to warranty claims as if set out in full in these Warranty Terms.

10. GOVERNING LAW AND JURISDICTION

10.1 These Warranty Terms shall be governed by the laws of Spain, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 The Parties submit to the exclusive jurisdiction of the Courts of Valencia, Spain, for the resolution of any dispute arising out of or in connection with these Warranty Terms, as provided in Section 19 of the Sale Terms.

11. MISCELLANEOUS

11.1 Relationship with the Sale Terms. These Warranty Terms, together with the Sale Terms, constitute the entire agreement between the Parties with respect to the warranty of the Products, and supersede all prior agreements, negotiations and representations relating thereto.

11.2 Severability. If any provision of these Warranty Terms is held invalid or unenforceable, the remaining provisions shall continue in full force, and the Parties shall negotiate in good faith a replacement provision reflecting the original economic intent.

11.3 No Waiver. Failure by either Party to enforce any provision shall not constitute a waiver of that or any other provision.

11.4 Language. These Warranty Terms are drafted in English. In the event of a translation into another language, the English version shall prevail in case of discrepancy.