

place for warranty sticker

### Warranty terms and conditions

#### 1. Warranty validity.

This warranty card is valid only and exclusively in its original version along with the original proof of purchase and manual and it must be showed in such a form while subjecting the product to complaint under warranty. The territorial range of the warranty (its validity) covers the EU states / member states of the European Free Trade Association (EFTA) - parties to contract on European Economic Area.

#### 2. Subject of warranty.

Under the terms and conditions specified in this warranty document, SMOVE sp. z o.o. (hereinafter referred to as Guarantor) provides the purchaser with the warranty for purchased goods included in the table above, hereinafter referred to as "equipment" and undertakes to remove the defect in the equipment free of charge (perform the repair or replacement with the same or other equipment with at least equal parameters). The manner of defect removal is decided by the Guarantor, whereas in case of lack of economic profitability of equipment defect removal, the Guarantor can decide to the return the amount paid in. The warranty period is defined in months and is established for each of the products. The equipment for which the warranty period is defined as "GP" is covered with the producer's warranty (a separate warranty document) where the Guarantor does not provide any warranty for such equipment.

#### 3. Repair date.

The Guarantor shall make all the efforts so that the defect is removed within 14 working days upon the moment on which the defective equipment is received. However, the Guarantor reserves the right to extend the aforementioned date if the repair is not possible in the Guarantor's service facility and there is the necessity to send the equipment to the producer's or distributor's service facility. In case of conditional acceptance (the damage is caused at the purchaser's fault), the repair date is not specified.

#### 4. Scope of warranty.

The warranty covers only the defects in the equipment. The warranty does not, in particular, cover the defects and failures which are the consequences of mechanical damage, impact of external factors, including mechanical and thermal ones, or caused by flooding the equipment with any type of liquid, caused by impact of external ionising radiation or magnetic field, caused by use, application, transport, storage, cleaning or maintenance of the equipment contradictory to the manual or documentation, caused by the use of the equipment contradictory with generally adopted principles of operation and use of computer equipment. The warranty also does not cover the defects caused by equipment contamination or caused as a result of using chemical agents for cleaning the equipment that are not intended for that purpose or arising from the use of the equipment in adverse conditions, e.g. in connection with the room renovation, strong dustiness of rooms, etc. Then, the parts and devices listed by the Guarantor become his property. The Warranty does not cover the accessories added to the equipment, such as cables, screws.

#### 5. The scope of equipment operation.

NOTE, the device is not intended for continuous operation. The maximum operation time must not exceed 12 h, upon this time, the device must be switched off for at least 6 h. The photo box can used and stored only in closed rooms. The scope of operation and storage: temperature 10-30°Celsius, humidity 35-80% without condensation. Upon longer period of transport (>1 h), if the equipment was exposed to temperatures beyond the scope of operation/storage, it is necessary to wait at least 1 h before activation.



## **6. Loss of warranty authorisations.**

The purchaser loses the authorisations arising from the warranty in case of performance of any repair or modification of the equipment in his own scope or by the third party other than the Guarantor, in case of loss of the Warranty Card and Manual, statement of impairment, damage or breakage of any of the seals, or concealing them in the manner disabling their identification, statement of damage, impairment or removal of serial numbers or other designations identifying the equipment. If the purchaser uses the consumables incompatible with the producer's manual or the application (connection) of components or sub-assemblies that are incompatible with the producer's manual in cases when the producer allows for the possibility of performance of such an action by the user, it leads to the loss of the warranty for the part (component) of the equipment damaged in that manner and thus resulting repair is not covered with the warranty. The damage caused upon the product release and, in particular, the damage caused by inappropriate (incompatible with the Manual) use, storage, cleaning or transport, resulting from random events independent of the user or as a result of conscious damage are not covered with the warranty.

## **7. Warranty performance.**

The claimant is obliged to immediately report the defect, not later than within 14 days upon the date of its occurrence. The Purchaser is obliged to deliver the equipment to the Guarantor's service facility on his own expense. In case of shipment delivery of the equipment to the service facility, the purchaser shall deliver the detailed description of the signs of defective operation of the device in writing with the consideration of the work environment and the manner in which they are evident as well as appropriately designate the parcel. The shipment must be duly secured for the time of transport and if its value exceeds PLN 5000, it must be insured. The Guarantor is not responsible for damage caused as a result of equipment shipment to the service facility. Provided that the defect of the equipment does not qualify to be covered with this warranty, the Guarantor shall return the claimant the equivalent of the costs of object delivery to the service facility incurred by him upon submittal of the proof of their incurrance. The delivery cost is subject to reimbursement in the amount in which it is economically justified.

## **8. The purchaser's rights and duties.**

The equipment must be delivered with maintenance of the terms and conditions included in point 7 in a complete condition, along with all and any accessories (power supply and connection cables, consumables and manual) in the original packaging or other appropriate for the given equipment - ensuring safe and correct transport and storage along with this document. Delivery of the equipment in the incomplete state, lack of appropriate packaging or warranty card is equal with failure to fulfil the warranty terms and conditions by the purchaser and constitute the basis for refusal to repair the equipment.

The equipment can be replaced with new one, free from defects, and settlement can be made in cash provided that the purchaser presents the original proof of purchase of the equipment from the Guarantor (VAT invoice, receipt). In case of statement that the equipment provided for repair is technically operable and free from defects or when the stated defect is not covered with the warranty, the purchaser can be charged with the costs of the repair service and used materials. The equipment complained about must be returned within 14 days upon the notification of the Client of completion of service procedures. If the equipment is not collected in this period, the Guarantor shall request the Client in writing to collect the equipment within 14 days upon the date on which the request is delivered. Upon ineffective lapse of the additional period, the Guarantor is entitled to charge fees due to non-contractual equipment storage. This fee is gross PLN 100 and is charged for each started month of storage.

## **9. Limitation of responsibility.**

The Guarantor does not make the substitute product available for the repair period. The Guarantor is not responsible for lost data and software installed in the equipment as a result of defect occurrence. He is also not responsible for damage in the property caused by the defective equipment, for costs of reproduction (recovery) of data and new installation of software or its repeated purchase and acquisition of the license incurred by the purchaser. The Guarantor is not responsible for the loss of benefits on the purchaser's side as a result of incorrect operation of the equipment.

## **10. Final Provisions.**

The provisions of this card do not exclude, do not limit or do not suspend the authorisations of the purchaser arising from the provisions of guarantee for defects in the sold object included in the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2017, item 459) and Act of 30 May 2014 on the consumer's rights (Journal of Laws of 2014, item 827).

The performance of the rights and duties arising from this warranty is subject to Polish law.

## **11. Equipment service location:**

SMOVE sp. z o.o.  
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44-190 Knurów  
kontakt@smove.pl  
tel. 510 494 767  
tel. 730 964 757