



ul. Piątkowska 163
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GENERAL WARRANTY TERMS AND CONDITIONS

PROXIMUS Radoslaw Janowski, the owner of brand SMSEagle, hereinafter referred to as the Guarantor, shall guarantee good quality and proper functioning of the purchased device if used in the manner appropriate for the purpose thereof and in accordance with the operation manual, and shall provide warranty services subject to the following conditions:

1. This Warranty covers the defects resulting from defective parts, materials or manufacturing, if such defects are revealed during the period of 12 months since the date of purchase.
2. The device is considered defective if it fails to perform the functions as indicated in the operation manuals, technical specifications or any other similar documents supplied with the equipment, and the failure is due to internal device characteristics.
3. The Warranty does not cover consumables or parts of limited regular functionality due to their natural wear and tear.
4. The Warranty does not cover any software by third party manufacturers or vendors, that is installed on the device under repair and delivered along with the device to the Guarantor Service Center.
5. The Guarantor shall not be held responsible for the loss and restoration of any software or data.
6. The defects and damages revealed during the Warranty period shall be removed free of charge exclusively by the Guarantor Service Center located in PROXIMUS, ul. Piątkowska 163, 60-650 Poznan, Poland, within 14 working days since the date of delivering the device to the Service Center.
7. Removing defects and damages time could be extended in case a replacement parts will be imported outside the Republic of Poland or the defected or damage device will be shipped to producer's service center.
8. Warranty services will be provided under the following conditions:
 - a. Immediately and effectively notify Guarantor about determined device's defects and cease any using of it.
 - b. The marked device along with copy of commercial invoice should be delivered to the Guarantor Service Center.
 - c. The serial number of The delivered defective device must match the serial number sold to Customer.
 - d. The Guarantor Service Center should be notified in writing of any additional accessories installed in the device.
 - e. The device should be delivered together with a detailed and readable description of the technical problem.
 - f. The delivered device should have intact seals with production date or serial numbers of the Guarantor or the Manufacturer and should be appropriately packaged during its loading, transportation and unloading.
 - g. The shipment to the Guarantor Service Center must be arranged and paid by the Customer.
9. The Guarantor reserves the right to charge the Warranty beneficiary with the costs of service, transportation, insurance and customs clearance if the defect does not fall within the scope of this Warranty or the device has not been proven defective.



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10. The Warranty does not cover:

- a. Mechanical or electric damages resulting from incorrect installation, configuration, usage or other activities inconsistent with the operation manual or contradictory to technical specifications attached to the device;
- b. Damages caused by acts of God, floods, fires, lighting or other natural disasters, wars, unexpected events, inappropriate voltage, defective supply materials or other external factors;
- c. The device that has been tampered with by the Warranty beneficiary or any other person in any way, including reconfiguration, repair, willful constructional variations, modifications and adjustments;
- d. The device with serial numbers and/or the Guarantor seals damaged or illegible;
- e. The activities specified in the operation manual, which remain the sole responsibility of the Customer in his own capacity and at his own expense;
- f. Defects resulting from the usage of improper or non-genuine supply materials;
- g. Damages due to the user's fault or lack of knowledge;
- h. Defective functioning of the device caused by a conflict or incompatibility between software applications installed on the damaged device or on the equipment, which the device permanently cooperates with in accordance with the intended purpose of the device.

11. The Guarantor reserves the right to replace the defective device or its component with a free-of-defects equivalent thereof, provided that such equivalent ensures efficiency and functionality equal to or higher than the original device or component. The replaced defective device or components shall become the property of the Guarantor.

12. The Warranty period is extended by the time during which the repaired device stays in the Guarantor's Service Center.

13. The Guarantor shall not be held responsible for any failure in performance of the obligations as stipulated in this Warranty, whenever such failure is caused by a force majeure afflicting the Guarantor or the manufacturer of the device. Force majeure means any event or circumstance beyond reasonable control of the Guarantor which prevents the Guarantor from performing the obligations stipulated in this Warranty, or results in the performance of the Warranty services that is inconsistent with the conditions stated herein, and which could not have been foreseen by the Guarantor acting with the professional accuracy at the moment of assuming obligations under this Warranty.

14. The Guarantor reserves the right to refuse to provide any Warranty services if it would result in a breach of applicable laws.

15. The rights granted by this Warranty shall not include the right of the Warranty beneficiary to claim any lost profits in connection with defects of the device. The Guarantor shall not be held responsible for any material losses caused by the defective product.

16. This General Warranty Terms and Conditions may be changed if the Buyer and the Guarantor establish different conditions in a separate agreement, and the provisions thereof supersede the respective provisions of the Privacy and Terms and Conditions.