

GENERAL WARRANTY TERMS & CONDITIONS**[WARRANTY CARD]**

This document constitutes the sole document setting forth the warranty terms and conditions for the Product purchased by the Customer, unless otherwise provided in the purchase agreement between Customer and SMSEagle.

SMSEagle	Proximus sp. z o.o., owner of the SMSEagle brand, with registered office in Poznań, ul. Piątkowska 163, 60-650 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto i Wilda in Poznań, VIII Economic Division of the National Court Register under KRS No. 0000956902, NIP 7812032643, REGON 521369644, BDO: 000146105
Product	SMSEagle device purchased from a reseller or an authorized partner
Person entitled under the warranty	Person or entity that purchased the Products (" Customer ").
Territorial scope of the warranty	Worldwide

1. WARRANTY

- 1.1. Warranty Period. SMSEagle grants exclusively to the Customer (a personal limited warranty) a warranty for the Product covered by this warranty for a period of 24 months ("**Warranty Period**"), subject to the terms and conditions set forth in this document. An extended Warranty Period may be granted for an additional fee, subject to a separate agreement between the parties or the Customer's acquisition of an appropriate warranty extension, under the terms specified by SMSEagle.
- 1.2. Warranty Period commencement (purchase from SMSEagle). In case the Customer purchased the Product from SMSEagle, the Warranty Period commences at the date of sale of the Product to the Customer.
- 1.3. Warranty Period commencement (purchase from the reseller/authorized partner). In case the Customer purchased the Product from the reseller or authorized partner, the Warranty Period commences at the date indicated in the device registration form available at <https://www.smseagle.eu/register/> as the date of the purchase of the Product by the Customer. The registration of the Product via the device registration form should take place no later than 1 (one) month from the Customer's Purchase of the Product. In the event that the Product is not registered via the device registration form as stipulated above, the Warranty Period commences at the date of sale of the Product to reseller or authorized partner.
- 1.4. Warranty claim condition. To successfully benefit from the warranty by registering the Product via the device registration form as stipulated in section 1.3. above, it is necessary to indicate all necessary and true information required by the device registration form, in particular to provide the proof of the Customer's purchase of the Product.
- 1.5. Warranty scope. SMSEagle warrants that the Product, when properly installed and used, shall conform in terms of quality, workmanship, and materials to the technical specifications and operation manuals supplied with the Product.
- 1.6. Personal nature of the warranty. This warranty is granted exclusively to the Customer, and no rights arising under this warranty may be transferred to any other person. SMSEagle shall have no obligation to repair or replace the Product under this warranty upon receipt of a notification from any person other than the Customer.
- 1.7. SMSEagle's obligations. During the Warranty Period, upon receipt of a justified claim submitted in accordance with the procedures set out herein, SMSEagle shall, at its sole discretion, repair or replace the defective Product (or its component) free of charge to the Customer.
- 1.8. Warranty Period extension. The Warranty Period may be extended under a separate agreement concluded between SMSEagle and the Customer at the latest upon the purchase of the Product.

2. WARRANTY SCOPE

- 2.1. Repair or replacement of the Product. During the Warranty Period, SMSEagle undertakes to diagnose any malfunctions of the Product reported by the Customer and, at its sole discretion, to repair or replace the Product (or its component) affected by a Physical Defect.
- 2.2. Physical Defect. The term "**Physical Defect**" means any non-conformity of the Product with the technical specifications and/or operation manuals supplied with the Product, which hinders or prevents the proper functioning of the Product, for which SMSEagle is responsible. For the avoidance of doubt, it is confirmed that the term "Physical Defect" refers solely to defects arising from causes inherent in the Product, and shall not include any damage to or malfunction of the Product resulting from, in particular:
 - a. incorrect installation, configuration, usage, or other activities inconsistent with the operation manual or contradictory to technical specifications supplied with the Product;
 - b. damages caused by acts of God, floods, fires, lightning, or other natural disasters, wars, unexpected events, inappropriate voltage, defective supply materials, or other external factors;
 - c. repairs or modifications carried out by the Customer or any third party without obtaining SMSEagle's prior written consent (under penalty of nullity);
 - d. Customer's (or any third party's) interference in the technical structure of the Product;
 - e. maintenance, cleaning, or storage not in accordance with the operation manual supplied with the Product;
 - f. use of the Product with third-party products, software or services (this refers in particular to any malfunction of the Product caused by a conflict or incompatibility between software applications installed in the Product or on the hardware with which the Product continuously interacts).
- 2.3. Additional exclusions. For the avoidance of doubt, it is confirmed, without prejudice to the other provisions of this document, that this warranty does not cover, in particular:
 - a. consumables or parts of limited regular functionality due to their natural wear and tear;
 - b. loss and restoration of any software or data;
 - c. any software by third-party manufacturers or vendors that is installed in the Product and delivered along with the Product to SMSEagle.
- 2.4. Warranty claim condition. A prerequisite for exercising the rights under this warranty is that the Product retains its security seal and serial number sticker throughout the entire Warranty Period. Accordingly, the removal or damage of the warranty seal or the serial number sticker prevents the Customer from making any claims under the warranty. Any damage to the security seal or serial number sticker must be reported to the SMSEagle immediately, along with a detailed description of the circumstances of the damage.
- 2.5. Data security during repair. SMSEagle shall not be responsible for the security, integrity, or loss of any data, configurations, or logs stored on the Product. It is the sole responsibility of the Customer to perform a full back up before delivering the Product for service.

3. NOTIFICATION OF A PHYSICAL DEFECT AND REMOTE INSPECTION

- 3.1. Notification of SMSEagle of a Physical Defect. In order to exercise this warranty, the Customer must notify SMSEagle, without undue delay, but no later than 14 days from the date of discovery of the Physical Defect, via email at: support@smseagle.eu or via support portal at https://support.smseagle.eu. Customers who are consumers may also use other available communication channels and notify SMSEagle within the Warranty Period.
- 3.2. Notification requirements. For a notification, referred to in sec. 3.1. above, to be effective, it shall include the following information:
- model and the serial number of the Product;
 - proof of purchase of the Product from SMSEagle or the reseller/authorized partner (in particular receipt or invoice);
 - detailed description of any additional accessories installed in the Product;
 - detailed description of the technical Physical Defect;
 - Customer's contact details (e.g. shipping address, email).
- 3.3. Remote Inspection. SMSEagle shall first attempt to conduct a remote inspection of the Physical Defect and provide the Customer with appropriate information in order to resolve the issue.

4. INSPECTION AT THE SMSEAGLE'S PREMISES

- 4.1. Obligation to Deliver the Product to SMSEagle. If the Physical Defect cannot be remedied remotely, the Customer shall be obligated to deliver the Product to SMSEagle at the Customer's sole cost and expense. The Customer shall bear the risk of loss of or damage to the Product until the Product is duly delivered to SMSEagle. Along with the Product the Customer shall provide in writing the information referred to in sec. 3.2. Where the Customer is a consumer, the delivery of the Product to SMSEagle shall be at SMSEagle's expense.
- 4.2. Timeframe for the performance of SMSEagle's warranty obligations. Within 7 business days (days other than public holidays in Poland and days on which banks in Poland are closed for general business, hereinafter "**Business Days**") from the date of receipt of the Product by SMSEagle, SMSEagle shall conduct an inspection of the Product and, where applicable, undertake the following actions:
- if a Physical Defect is confirmed, SMSEagle shall, at its sole discretion, repair or replace the defective Product (or any defective part thereof);
 - if, following the inspection, SMSEagle determines that the Product has been damaged or is malfunctioning for reasons not attributable to SMSEagle, in particular due to the fault of the Customer or a third party, SMSEagle shall notify the Customer of the costs and the estimated timeframe for repair or replacement of the Product (or any defective part thereof) and, subject to receipt of the Customer's confirmation of the repair order, shall perform the repair upon prior receipt of full payment in accordance with the instructions provided to the Customer.
- 4.3. Timeframe extension. SMSEagle reserves the right to extend the period stipulated in sec. 4.2. by 7 Business Days if additional circumstances need to be clarified, in particular those related to third party services provided to SMSEagle.
- 4.4. Repair or replacement timeframe. The repair or replacement of the Product (or any defective part thereof) stipulated in sec. 4.2.(a) shall be performed without undue delay, but no later than 14 Business Days from the date of Physical Defect confirmation. The time limit for repair or replacement may be extended in particular in the event that replacement parts are imported from outside the Republic of Poland. SMSEagle shall notify the Customer in advance of any extension of the repair or replacement period and shall indicate the anticipated completion date for the repair or replacement of the Product.
- 4.5. Warranty execution period for consumers. Where the Customer is a consumer, SMSEagle shall perform its warranty obligations without undue delay, but no later than within 14 days from the date of delivery of the Product by the Customer.

5. COSTS OF RETURNING THE PRODUCT TO THE CUSTOMER AND ADDITIONAL COSTS

- 5.1. Costs of returning of the Product. The return shipment of the Product to the Customer shall be at SMSEagle's expense, unless the inspection determines that no Physical Defect has occurred, in particular where any malfunction of the Product was caused by the Customer or a third party. In such case, SMSEagle shall be entitled to charge the Customer for all transportation costs.
- 5.2. Delivery to consumers. Where the Customer is a consumer, SMSEagle shall bear the costs of returning the Product in each case.

6. COMPLAINTS

- 6.1. Submission of complaints. Complaints may be submitted in writing to the registered address of SMSEagle or in electronic form to SMSEagle email address.
- 6.2. Complaint requirements. The complaint should include data enabling the identification of the Customer, the subject of the complaint, and the Customer's request related to the complaint.
- 6.3. Response timeframe. A response to the complaint will be provided within 14 days to the email address provided at the time of conclusion of the Agreement. SMSEagle is also entitled to respond to the complaint by traditional mail.
- 6.4. Consumer dispute resolution. A Customer who is a consumer has the right to use extrajudicial means of dealing with complaints and pursuing claims. Among other things, such a Customer has the right to apply to a permanent consumer arbitration court with a request to settle a dispute arising from the concluded Agreement. Detailed information on out-of-court methods of handling complaints and pursuing claims is available on the website at www.uokik.gov.pl.

7. MISCELLANEOUS

- 7.1. Product equivalent. SMSEagle reserves the right to replace the defective Product or any component thereof with a defect-free equivalent, provided that such equivalent ensures efficiency and functionality at least equivalent to those of the original Product or component. Any replaced Product or component shall become the property of SMSEagle.
- 7.2. Warranty Period extension. The Warranty Period shall be extended by the period during which the Product remains at SMSEagle's premises.
- 7.3. General Override. In case of any conflict between the terms and conditions of this warranty and the mandatory rights afforded to a Customer who is a consumer under applicable law, the provisions most favorable to the Consumer shall prevail. This warranty does not exclude, limit, or suspend any rights of the consumer resulting from the non-conformity of the Product with the contract (statutory warranty).
- 7.4. Governing law. In matters not covered by the warranty, the provisions of Polish law shall apply. In the case of Customers who are consumers, the choice of law does not deprive them of the protection granted under provisions that cannot be excluded by agreement under the law of the country in which the consumer has their habitual residence.
- 7.5. Disputes resolution. Any disputes arising from the warranty shall be settled by the court having jurisdiction over the registered office of SMSEagle, except that this determination of jurisdiction shall not apply to Customers who are consumers.

Salvatory clause. If any provision of the warranty proves to be invalid, ineffective, unlawful, or unenforceable in whole or in part, such circumstance shall not affect the validity of the remaining provisions of the warranty (severability clause).