

Service Terms and Conditions

GENERAL TERMS AND CONDITIONS

§ 1

1. **THE IMMEDIATE CONDITION FOR ACCEPTANCE** of the equipment for repair/service - **both for warranty and non-warranty faults** - is:

1.1 **COMPLETION OF AN SERVICE REQUEST FORM** BY THE CUSTOMER

To complete the application form, please:

- a. log into your Account - via the website - www.cyberteam.pl/logowanie - (if you do not have a Customer Account, you must create one in advance);
- b. go to the SERVICE page;
- c. enter the serial number of the device, fill in the remaining data on the form and, after accepting the Service Terms and Conditions and the Consent to Process Personal Data, validate the form, which is equivalent to its submission to the Service.

When filling in the Service Request Form, it is necessary to describe in detail the malfunction or any circumstances under which the Customer concludes that the equipment reported to the Service is not functioning properly.

or

- 1.2 **AN EMAIL** - sent by a Customer who does not wish to create an ACCOUNT - with the above-mentioned structure, to serwis@cyberteam.pl:

- a. SUBJECT of the e-mail - in which the serial number of the appliance must be included
- b. CONTENTS of the e-mail - including a detailed description of the malfunction (symptoms of malfunctions) and the return address

Please describe the fault in Polish or English language.

The steps above - from point. 1.1 or 1.2 - must be carried out before sending the equipment for servicing.

Failure to comply with the procedure described in par. 1 of these Terms and Conditions will result in additional charges in accordance with §7 p.5 or 6.

§ 2

Completion of the Service Request Form and submission of the equipment to the Service means **ACCEPTANCE** of these **Terms and Conditions** under which the repair/service is provided. Any additional arrangements must be made in writing and accepted by both parties.

§ 3

The Customer is aware that the ordering of a repair/service on the Service requires the **PROVISION of the Customer's PERSONAL DATA**, which will be provided when creating a Customer Account on the Cyberteam Sp. z o.o. website running the Service and the Service Request Form.

By submitting a repair/service order, the Customer agrees to the processing of the personal data provided by him/her by the Service to the extent necessary for the performance of the service under the terms of these Regulations - in accordance with the regulations of the Act of 10 May 2018 on personal data protection (Journal of Laws of 2018, item 1000, as amended).

§ 4

1. **SUBMISSION OF EQUIPMENT TO THE SERVICE** can be accomplished in 2 ways - **by first completing the Service Request Form or sending the email referred to in par. 1, para. 1.2 and changing the status of the repair to (or receiving a return e-mail) "Awaiting shipment"**- which will take place within 1 working day.
 - a. in person - by bringing it to the Service;
 - b. by sending the equipment.

The time to change the status is intended for a potential phone call - from the Service Centre - to try and resolve the problem by phone.

The status will be active for a period of 7 days, during which the equipment must be delivered/shipped. If the equipment is not delivered within this period, the request will be cancelled and its status will change to **"Cancelled"**.

In this case, the device must be re-submitted by completing the Service Request Form before it can be sent/delivered to the Service.

2. When sending a parcel to the Service, the Customer is obliged to include the application number generated after filling in the Service Request Form on the Waybill or on the package.

§ 5

As part of service requests made, the Customer is, as a rule, obliged to deliver and collect the device from the Service Centre at his/her own expense. The possible return of the device to the Customer by the Service Centre will incur a cost of 15 PLN/net and this amount will be added to the repair costs.

§ 6

The maintenance service is carried out exclusively to the extent requested by the Customer.

EXTENSION OF THE SERVICE may take place after prior approval of the scope and costs by the Customer.

§ 7

1. At the Customer's request, the Service may only make a **PROVISIONAL ASSESSMENT** of the repair costs and provide the Customer with an approximate cost of repair. The Customer must inform the Service of this intention when placing the order and include the relevant information in the Form.
2. The assessment is included/settled within the repair of the device, except for the situation when the Customer resigns from the service after the assessment. In such a case, the customer is charged with the cost of the assessment, which is 40 PLN/net.
3. If, after accepting the cost of repair, the Customer resigns from the service, the Service will charge the Customer with the documented costs of all activities and expenditures incurred up to that time.
4. It is possible to perform a service consisting only in determining the cause of damage to the equipment and issuing a **SERVICE EXERTISE** specifying the cause. Such a service is free of charge for the Customers who purchased the equipment at the Cyberteam Sp. z o.o. Company, for the other Customers the cost of the service amounts to PLN 20/net, for each piece of equipment.
5. In the case of **LACK OF DESCRIPTION** - referred to in §1 - the Service will add the amount of 40PLN/net to the repair costs, for the determination of the defect/cause of incorrect functioning of the equipment.
6. In the event of **DELIVERY OF THE EQUIPMENT TO THE SERVICE WITHOUT COMPLETION OF THE SERVICE REQUEST FORM or WITHOUT PREVIOUS MAIL NOTIFICATION**, a fee of 40PLN/net will be charged to cover additional organisational costs on the part of the SERVICE and to determine the fault/cause of the malfunction of the equipment.

§ 8

The party handing over the equipment for servicing is obliged to inform the Service Centre about any previous modifications made to the equipment or attempts to repair the equipment on their own or by another company.

§ 9

The service reserves the right to refuse to repair the unit if spare parts are not available.

§ 10

The **SERVICE DURATION** is up to 30 days from the date of receipt/delivery of the equipment to the Service Centre. This period may be extended in the event of the necessity to make additional arrangements with the Customer, lack of access to consumable parts or the necessity to send the equipment back to the Manufacturer's service centre.

§ 11

Under no circumstances shall the **SERVICE** be held liable for:

- data stored in the device memory and its system settings. **(Please make backups before returning the device for repair).**
- Consequences of a possible restoration of factory settings and software updates on the device delivered for repair or repair quote.

§ 12

The Service is **NOT LIABLE FOR LOST BENEFITS** if the damage is not caused by the fault of the Service or the repair time is prolonged for reasons beyond the Service's control (e.g. delays of the Manufacturer's Service to which the equipment was sent, unavailability of spare parts, "temporary" impossibility of repair) /articles 361-363 of the Civil Code/.

§ 13

As a rule, servicing of stationary equipment is carried out on site. The performance of the **SERVICE at the CUSTOMER's site/place** of use of the equipment results in a charge:

- travelling expenses. The Customer shall cover the costs of the Service Employee's commuting in both directions. The travel costs are calculated at the applicable rate per 1km in accordance with the Regulation of the Minister of Infrastructure of 25 March 2002 on the conditions for determining and the manner of reimbursing the costs of use for business purposes of passenger cars, motorbikes and mopeds which are not the property of the employer (Journal of Laws of 2002, No. 27, item 271, as amended) or the relevant legal act that could replace it in the future.
- a service charge of PLN 50 for each started working hour, but not less than PLN 150/net (in case of foreign trips, the amount is agreed with the customer each time)
- fees for replaced parts,
- the cost of the serviceman's overnight stay - for each 24-hour period, if the repair lasts longer than 8 hours, during each 24-hour period.

§ 14

1. As a rule, the service centre provides a 90-day **GUARANTEE FOR REPAIRS** - unless otherwise agreed.
2. The guarantee applies only to the correctness of the work carried out within the scope of the service and the components which were replaced.
3. Confirmation of the guarantee is provided via an invoice, receipt or other document confirming payment for the repair.

§ 15

1. The Service **DOES NOT GUARANTEE** repairs with parts supplied by the Customer.
2. Repairs to equipment (and in particular to its motherboard) damaged by contact/flooding with liquid - in the event of failures arising from such damage at a later date - are also excluded from the guarantee.

§ 16

If no objections are raised to the service provided within 7 days of acceptance, the service is deemed to have been provided correctly and to be effective.

§ 17

At the explicit request of the Customer, the Service Centre may attempt to repair the equipment if, after an initial assessment, it may not be successful - after informing the Customer of this. In this case, regardless of the outcome of the repair, the Customer is obliged to cover the costs of labour, materials and components used.

§ 18

The Service Centre is only responsible for the equipment during repair - from receipt of the equipment until dispatch - **and is not responsible for any DAMAGE TO THE EQUIPMENT DURING TRANSPORT:**

- the equipment to be repaired - the customer must provide safe transport packaging, or
- after the repair has been carried out.

Claims for damage in transit are only possible against the Carrier.

INFORMATION ON WARRANTY REPAIRS

§ 19

During the guarantee period, the Customer is obliged to deliver the device to the Service Centre, whereas the costs connected with sending the device back to the Customer are to be covered by the Service Centre. In the event of an unjustified complaint, the Customer shall reimburse the costs incurred by the Service Centre in the amount of 40 PLN/net.

§ 20

The requirement for using the Guarantee is to report the issue and deliver the equipment to the Service Centre within 14 days from the occurrence of the problem, but not later than on the last day of the Guarantee.

§ 21

THE GUARANTEE IS INVALIDATED BY: breaking /damaging the guarantee seals, mechanical damage to the device, flooding, dampness, temperature and other factors of parameters not permitted by the Manufacturer, unauthorised repairs or repair attempts and damage caused by factors or components of which the Customer has not informed the Service (see § 7), as well as the use of illegal or unlicensed software. Detailed/additional restrictions to the above can be found in the Warranty Cards of the individual devices.

§ 22

The user has the right to exchange the device for a new one or another one free of defects, at least of the same class, when:

- three repairs classified as warranty repairs have been carried out during the warranty period and the equipment continues to exhibit faults, or
- the service centre finds (in writing) that it is not possible to repair the defect

FINAL STATEMENTS

§ 23

1. **IN CASE OF FAILURE TO COLLECT THE EQUIPMENT FROM THE SERVICE**, after the expiry of 90 calendar days it shall be deemed abandoned by the owner in the meaning of Article 180 of the Civil Code, and pursuant to Article 181 of the Civil Code it shall become the property of the Company Cyberteam Sp. z o.o. to cover the storage costs.
2. Such a situation does not exclude the possibility of recovering from the Customer the repair costs incurred by the Service - the decision in this respect is up to the Service.

§ 24

In situations not described in these Terms and Conditions, the provisions of the Civil Code shall apply.