

## **EUROPEAN WARRANTY**

### **1. General**

This warranty is provided without detriment to and in addition to the consumer's rights in relation to the vendor recognised by Spanish Royal Legislative Decree 1/2007 of 16 November adopting the revised text of the General Law for Consumer and User Protection (the "LCU") and other complimentary legislation. Therefore, the consumer's legal rights recognised under the applicable regional, national or European legislation are not excluded or limited.

This warranty will be valid in all Member States of the European Union with the limitations that legally correspond in the country in which these are being exercised in accordance with their implementing regulations.

Notwithstanding the foregoing, SUNSTECH will respect the rights and limitations relating to product warranty that legally correspond in each of the states listed in the Appendix, in accordance with their implementing regulations for any product, as long as it is intended for the EU market and was acquired and used by a consumer or user within the EEA.

### **1. Legal Warranty**

This SUNSTECH product is under warranty for a period of two (2) years from the delivery and/or purchase date. During this period, SUNSTECH will be answerable for any non-conformity of the product with the contract in accordance with the provisions of the LCU, whereby the consumer will have the right to request a repair or replacement of the product, unless one of these options is objectively impossible or disproportionate.

In this regard, the form of remedy (i.e. repair or replacement) will be considered disproportionate when it imposes upon the vendor costs that are not reasonable. To determine this, the following will be taken into account: (i) the value of the product if it did not display a non-conformity; (ii) the significance of the non-conformity; and (iii) if the alternative form of remedy could be made without further inconvenience to the consumer and user.

To determine that the costs are not reasonable, the expense corresponding to a form of remedy must also be considerably higher than the expense corresponding to the other form of remedy.

Additionally, the consumer may choose between requesting a

reduced price or terminating the contract, when repair or replacement cannot be claimed and in cases where these are not carried out within a reasonable period of time or without further inconvenience to the consumer and user. However, the contract will not be terminated when the non-conformity is of little importance.

Both the repair and the replacement of the product as a result of non-conformity of the product will be free of charge to the consumer and user, including labour and materials. In all cases, the repairs under warranty must be carried out by the SUNSTECH Official Technical Support Service or authorised distributors.

## **2. Terms and conditions for exercising the Warranty**

To exercise both the legal warranty and the contractual warranty, documentary evidence must be provided of the date of delivery and/or purchase of the product, whether it be the invoice, receipt, delivery note or stamped and dated warranty card. Documents that have been manipulated or forged will not be accepted.

Consumers must contact SUNSTECH Customer Services by accessing the support section of the website, where they will be informed of the process to follow. At that moment the consumer must provide a clear description of the fault or non-conformity of the product with the contract.

In all cases, the repairs under warranty must be carried out by the SUNSTECH Official Technical Support Service or authorised distributors in order for SUNSTECH to be answerable for the legal warranty and/or contractual warranty.

## **3. Exclusions**

The warranty does not envisage or include periodic or maintenance inspections or installation of the product.

In addition, it will not be understood that there is a non-conformity of the product with the contract, and therefore the product will not be covered by the legal warranty or contractual warranty, when:

- the non-conformity corresponds to a discrepancy with the local or national safety and technical regulations of a country other than the one for which it was originally designed and produced;
- the product or any of its identifying information (series number, etc.) have been fully or partially opened, assembled,

taken apart, manipulated and/or repaired by anyone other than the SUNSTECH Official Technical Support Service or authorised distributors;

- the non-conformity is a result of incorrect installation (unless the installation was performed by a SUNSTECH authorised vendor or under its responsibility, or by the consumer following the SUNSTECH installation instructions) or of misuse or improper use of the product, including, but not limited to, use for purposes other than the product's normal ones or use not in accordance with the user and maintenance instructions defined by SUNSTECH;
- the non-conformity has been caused by an computer virus, an action or a manipulation of passwords, an installation, manipulation or reinstallation of software, etc;
- the non-conformity is due to the use of accessories, chargers or consumables that are not SUNSTECH originals and designed for the product;
- the non-conformity is due to the use of third-party software or applications that modify, alter or adapt the software approved and/or included in the product by SUNSTECH;
- the non-conformity is a result of downloading or using third-party multimedia services and/or third-party content available or accesible through the product;
- damage occurs in or due to the battery caused by overcharging of the battery;
- any of the seals on the casing or cells of the battery are broken, or there are clear signs that these have been manipulated; and/or
- the damage occurring in the product is due to any force majeure cause or unforeseeable circumstance, in particular lightening, water, fire, use of incorrect voltage, incorrect ventilation or any other cause not attributable to the manufacture or design of the product. SUNSTECH will not be liable, under any circumstance, for the loss of any data stored in the product. Consumers will be responsible for making backup copies and protecting their data from loss, damage or destruction.

None of the warranties described here cover the replacement of parts due to wear or breakage of mechanisms, rubber bands, casings and/or plastics, as well as aesthetic deterioration, due to the normal use of the product; for instance, when a screen loses its gloss through use of the

product. Equally, the warranties do not cover any kind of damage occurring during transportation of the product (including, but not limited to, aesthetic damage, knocks, lines, scratches, stains, dents, etc.), in which case the relevant provisions of the SUNSTECH general terms and conditions of contract will be applicable.

For more information visit [www.sunstech.es](http://www.sunstech.es)

You can also write to:

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