

DiGidot Technologies BV Warranty Conditions

1. Applicability of conditions

- A. These warranty conditions apply to all products made by and sold by DiGidot Technologies BV and serve as addendum to the general terms and conditions of sale of DiGidot Technologies BV.
- B. Other warranty conditions, if not officially agreed upon otherwise are not accepted and will be declined.
- C. General terms & Conditions of DiGidot Technologies BV apply, other conditions are rejected in advance.

2. Guarantor

- A. The 'guarantor' of these conditions is DiGidot Technologies BV, established in Amsterdam, The Netherlands and manufacturer of DiGidot Technologies products.

3. Customer

- A. The customer is a corporate entity that is also referred to as client and is considered to be responsible for placing and payment of the original order of DiGidot Technologies products.
- B. In case DiGidot Technologies products have been sold through third party entities such as a reseller or distributor, the end user, is also referred to as customer.

4. Warranty period

- A. The period of factory warranty for all standard products shall start at the invoice date and applies for a period of five years. Other conditions may supersede this period, if mutually agreed upon in writing.
- B. All products delivered as PCB (Printed Circuit Board) without housing or any means of protection, are covered by a warranty period of one year.
- C. If products are repaired or replaced within the warranty period, the time it took to replace the product is added to the warranty period.
- D. The warranty period shall not restart upon delivery of repaired or replaced products or parts.
- E. For bespoke and OEM products and parts, other warranty periods may apply.

5. Warranty claims

- A. Warranty claims have to be issued by the customer officially in writing, within 7 days after discovery/arising of the product failure or damage. This can be done through the support section of our website www.digidot.eu or by email to support@digidot.eu.

6. Coverage

- A. All delivered products and parts of the products are covered by the guarantors warranty, unless stated otherwise.
- B. Warranty applies to any design flaws, defects that may occur during production, assembly and/or defective/failing parts.

7. Obligations

- A. Guarantor shall react and process RMA requests and repairs within a reasonable amount of time.
- B. Guarantor shall conduct careful investigation to the root cause of the product failure and report its findings to the customer.
- C. A report prepared by, and based on investigation conducted by the guarantor will determine whether the damage of product failure was caused by improper use and if warranty applies.

8. Product replacement

Product replacement is mandatory depending on the choice of the consumer in case one of the conditions below:

- A. If product examination proves that a design flaw and/or production fault and/or component failure is the main reason for the product failure and if the product is damaged beyond repair.
- B. When product repair cannot be carried out within a reasonable period of time.
- C. If the same failure occurs in the product at least four times in one year or six times within the the warranty period.
- D. If the maximum time for its repair is exceeded.
- E. Guarantor is obliged to provide replacement free of charge, including shipping and local import duties and taxation. In case of additional refund claims that are covered by this warranty, customer shall provide official documents stating all involved costs within 2 weeks after delivery, to the guarantor.

9. Product repairs

Repair will be carried out free of charge exclusively by the original manufacturer or guarantor and under following conditions:

- A. If the defective product can be repaired and further guaranty of safe use can be given.
- B. Repairs must be carried out within a reasonable time, starting at the moment returned goods have been received by the guarantor, and shall not take longer than 8 weeks.
- C. If the warranty does not apply but customer agrees to costs involved for repairs.

10. Exclusions

- A. Warranty voids if the product was handled, installed or used incorrectly or not in accordance with this manual, and/or if the product was damaged due to external factors, opened, modified or electrically overloaded.
- B. If local rules guidelines and applicable standards related to electrical installations, installation processes and operation have not been followed. Local rules and guidelines always supersede manufacturers manual instructions.
- C. Warranty may be declared invalid if the customer has not, or only partially fulfilled its financial obligations towards guarantor. In this case guarantor remains legal owner of delivered and undelivered products and parts, as determined in the guarantors general terms and conditions of sale.
- D. Warranty does not apply if damage is caused by natural disasters such as fire, lightning, flood, earthquake, etc.
- E. Guarantor is not obliged to provide warranty when customer is not able to provide conclusive proof of purchase if form of official purchase invoice and proof of payment.

11. Compensations

- A. Any form of compensations for shipping, packaging and handling costs from customer to guarantor/ manufacturer are not covered by this warranty.
- B. Any direct or indirect costs for uninstalling and/or reinstalling products, dismantling or retrieving products are not covered by this warranty and any such claims will be rejected by the guarantor.
- C. Guarantor cannot be held liable for any costs related to direct or indirect loss of income, direct or indirect damage to other products, or personal injuries.

12. Force majeure

A. In case of unforeseeable circumstances that prevent guarantor from fulfilling warranty obligations towards customer, especially repair and/or replacement lead times, guarantor may declare a state of force majeure. This will not exempt guarantor from obligations towards client but will suspend lead times of replacing or repair of parts and/or products, for the duration of the force majeure state. Guarantor is obliged to keep the customer constantly informed about the force majeure and related consequences.

13. Objection

In case disagreements arise concerning warranty settlement and/or in case of objections regarding to findings reported by the guarantor, objections can be made, under Dutch rule of law and brought to court action by any appointed Dutch court of commercial law.