

## I

### Definitions

1. **“Customer”** shall mean an end user customer that purchases the Product from the Seller for his own internal use only and not for distribution and/or resale.
2. **“Product”** shall mean the product (hardware) manufactured and branded by IN2CORE and sold to the Customer by the Seller.
3. **“IN2CORE”** shall mean the company IN2CORE s.r.o., ID No.: 43 927 815, registered office: Kollarova 22, 900 27 Bernolakovo, Slovakia, registered in the Business Register of the District Court Bratislava I, Section: Sro, Insert No.: 69030/B, which manufactures and sells Product to the Customer directly or through its Resellers. IN2CORE can be contacted at e-mail [info@in2core.com](mailto:info@in2core.com).
4. **„Seller“** shall mean a company (either IN2CORE or one of its Resellers), which sold the Product to the Customer.
5. Unless it is stated otherwise herein, the periods in Article II shall be counted from the date of the Product’s shipment from the Seller to the Customer, if the Product is shipped to the Customer and from the date of the Product’s takeover by the Customer if the Product is taken over by the Customer directly from the Seller.

## II

### Warranties

Warranties to the Product are provided under the terms and conditions stated in the following sections:

1. **Warranty.** This warranty shall apply to the Product (hardware) only. This warranty shall apply neither to any software provided by IN2CORE nor any other hardware provided by IN2CORE or a third party. IN2CORE represents warrants and covenants that the Product is free of defects in material and workmanship (“Defect”). This warranty is in lieu of any and all warranties that have been expressed or implied. Any use of the Product is at Customer’s own risk. This warranty shall be automatically terminated in case of:

- a) Repair or attempt of repair, maintenance or other similar treatment of the Product by other person than IN2CORE or its authorized partner;
  - b) Mechanical, electrical and other abuse and/or modification of the Product.
2. **Warranty Period.** Warranty Period for the Product shall be 1 year, unless it is stated otherwise herein or agreed in writing with IN2CORE.
3. **Disclaimer.**
- 3.1. This warranty does not cover:
- (a) Copper cables and power supplies;
  - (b) Periodic maintenance and repair and part replacement due to wear and tear;
  - (c) Consumables in the meaning of components which are expected to be replaced from time to time during their lifetime such as batteries (if any);
  - (d) Cleaning of the internal components of the Product;
  - (e) Defects and damage caused by:
    - Accidents, heat, fire, flooding, liquids, chemicals, dust, other substances, improper ventilation, shakes, vibrations, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning and other external forces and impacts and Acts of God;
    - Negligence;
    - Viruses, infections and other security breaches;
    - Use, operation and treatment of the Product inconsistent with the instructions of IN2CORE and normal use, including misuse of the Product;
    - Treatment resulting in physical or surface changes and/or damage;
    - Use of the Product contrary to the valid laws, mainly but not exclusively the technical and safety laws;
    - Use of the Product with other product which was not provided by IN2CORE;
    - Use of products provided by IN2CORE installed and/or used incorrectly, contrary to its manufacturer's instructions and/or contrary to their normal purpose;
    - Transport and storage of the Product;
  - (f) Adjustments, adaptation, disassembling and other similar use without IN2CORE's prior written consent;
  - (g) Damage to and loss/erasure of data stored in the Product or on removable data storage media or accessories.

- 3.2. Seller warrants neither fitness of the Product for any particular purpose nor its merchantability. Seller is not liable for any illegal use of this product. In no event shall Seller's total liability to Customer for all damages exceed the amount actually paid by the Customer to the Seller for the Product. Seller does not represent or warrant that the Product or the website or facilities used to provide the Product will be uninterrupted, error free or secure. Seller cannot exclude that the Product may be dead on arrival, deem not working and contain any other defect on the time of its arrival and during the Warranty Period.
4. **Return Merchandise Authorization („RMA“).** RMA number shall be requested before shipping the Product for any reason back to the Seller. RMA number shall be provided by the Seller, only after the Customer sent a proof of purchase and a clear explanation of the reason for returning the Product. RMA shall be valid for 15 days as of its issuance. After receiving the RMA, Customer can return the Product to Seller. RMA number must be clearly printed on the outer box in which the Product is returned. Packages without an RMA can be refused by the Seller.
5. **Dead on arrival („DOA“).** If the Product is dead when it arrives (without any damage made during shipping), the Customer can claim it as DOA to the Seller during the first 7 days from delivery of the Product. DOA Product shall be returned to the Seller within 30 days as of the DOA claim. Seller shall replace the DOA Product to the Customer only after the DOA Product was inspected by IN2CORE and verified as dead. Returned DOA Product must be in original condition and complete (including packaging materials, accessories etc.). Price of missing or damaged components will be charged. Returned DOA Product shall have a clearly visible RMA number on the outer box.
6. **Return for credit.** If you are not satisfied with the Product, you can return it to the Seller within 30 days. Returns for credit after 30 days but before 60 days shall be subject to 15 % restocking fee. No returns for credit shall be accepted after 60 days. Return for credit shall be approved by the Seller only after the Product was inspected by IN2CORE and verified as new and complete. Returned Product which was not deemed new by IN2CORE, shall be subject of additional 5 % restocking fee. IN2CORE's right to claim damages in the amount exceeding the paid fee shall not be affected. The original price of missing components shall be deducted from the refund. The returned copper cables must be in the intact original package in order to receive full credit. Shipping charges shall not be refunded. Products replaced under Warranty claims cannot be returned for credit. Products returned for credit shall have a clearly visible RMA number on the outer box.

# Warranty Policy



7. **Warranty claims.** Any warranty claim must be made during the Warranty period to the Seller without any delay after the discovery of the Product's defect. Seller shall return the Product to the manufacturer (IN2CORE) for inspection. After inspecting the Product but no later than 14 days as of delivery of the warranty claim and the Product, IN2CORE shall have the right at its sole discretion, either to (i) repair the Product, (ii) replace the Product or (iii) provide a credit or refund to the Reseller. Reseller shall provide the same to the Customer. Products returned under warranty claims shall have a clearly visible RMA number on the outer box.
8. **Non-warranty claims.** If the raised claim is not a warranty claim, the Product shall be repaired at the IN2CORE's current price of the parts and services in effect at that time. IN2CORE shall provide a 90 days warranty for the repair from the day of its reshipment.
9. **Shipping fees and conditions.**
  - 9.1. Customer shall be responsible for shipping fees to Seller in case of DOA, Return for credit and Warranty claims and for back-and-forth charges in case of Non-warranty claims. Seller shall be responsible for shipping fees to Customer in case of DOA and Warranty claims. If the Product was not found defective in the case of a Warranty claim and in case of DOA claim, Customer shall be responsible for return shipment costs.
  - 9.2. Products returned to the Seller and damaged during transit due to improper packaging by the Customer shall void the Warranty.

Subject to change without notice.

Valid from: September 1, 2014