

TERMS AND CONDITIONS OF WARRANTY

AND AFTER-SALES SERVICE

Version of 24/01/2020

1. Entry into force and scope

1.1 The purpose of these general conditions of warranty and after-sales service is to define the conditions of the commercial warranty granted by CROSSCALL as well as the conditions of the after-sales service that will be provided to consumers-end users (the "Customer(s)"), for Crosscall brand products (the "Products"), sold either directly via the CROSSCALL Internet site (www.crosscall.com), or by a buyer-distributor, regardless of the conditions and/or clauses that may appear on the documents of the buyer-distributor of the Products (the "Distributor").

1.2 These general terms and conditions of warranty and after-sales service come into force as of January, 23rd 2020 and are therefore applicable to any sale of eligible Products made from that date.

The general terms and conditions of after-sales service valid until 24th January 2020 are available by clicking [here](#).

1.3. The present terms and conditions are those of the company CROSSCALL, a simplified joint stock company with a capital of 281.256 €, whose registered office is located at 245, rue Paul Langevin - 13290 Aix-en-Provence, registered with the Trade and Companies Register of Aix-en-Provence under the number 518706890.

1.4. The after-sales service for Customers will be provided by CROSSCALL or one of its authorized repairers, notwithstanding the fact that certain legal guarantees may be applicable to the Distributor depending on the countries where the Products are sold to the said Customers.

However, the Distributor undertakes to inform the Customers or to have the Customers informed of the precise terms and conditions of the after-sales service of the Products subject to the present general terms and conditions, which it guarantees to CROSSCALL.

1.5. The present terms and conditions as well as the commercial warranty apply exclusively to Products sold in the countries listed in the after-sales service request form accessible by clicking <https://crosscall.com/sav/>.

2. CROSSCALL's Commercial Warranty. The Products are guaranteed against all design and manufacturing defects under the following conditions. This warranty does not replace the legal warranties, as recalled in article 6 hereafter.

2.1. Warranty period. The duration of this commercial warranty is :

(i) Two (2) years for telephones ;

(ii) Twelve (12) months for accessories (except for screen protectors which are excluded from this warranty), whether included in the phone box or sold individually (e.g.: X-BIKE, X-DOCK, X-POWER, ...);

The period of this commercial warranty starts from the day of purchase of the Product.

Without prejudice to the extension of the warranty for immobilisation of the Product provided for by Article L. 217-16 of the French Consumer Code and recalled below, the exchange or repair of a Product under warranty shall not have the effect of extending the warranty period indicated above, nor of running a new warranty on the Product.

If the Product under warranty is taken over, any period of immobilisation of the Product of at least seven (7) days shall be added to the remaining duration of the commercial warranty. This period starts from the date of the Customer's request for intervention or from the date the Product is made available for repair, if this availability is subsequent to the request for intervention.

2.2. Repair or replacement. If, during the warranty period as defined above, the Product proves to be defective due to its design or manufacture or due to a part, CROSSCALL undertakes, as soon as the conditions for application of its commercial warranty are met, to repair or replace it, without charging for labor and parts. CROSSCALL reserves the discretionary choice, depending on the cost involved, to repair the Product or to replace it with an identical or equivalent model.

In order to perform repairs, CROSSCALL may use new, remanufactured and similar parts or products. Parts removed or separated from the Product for replacement become the property of CROSSCALL.

2.3 Conditions of use. In addition to the conditions of time limits and the cases of exclusion of warranty referred to in Article 2.5 below, repair or replacement shall be carried out under the following conditions :

- the after-sales service form must be duly filled in on the website www.crosscall.com, under the "Assistance" - "After-Sales Service" tab. An "RMA" agreement number will be communicated to the Customer at the same time as the return agreement and will accompany the Product, which is the subject of the after-sales service request and its follow-up. The request for intervention will have to specify in detail, for each Product, the malfunction observed. This return agreement does not constitute definitive validation of the assumption of responsibility for the Product within the framework of this guarantee.

and

- The following documents and elements should be sent to CROSSCALL at the address indicated on the return agreement:

- a copy of the invoice, indicating the date of purchase, the type of Product, the IMEI number and the name of the Distributor;

- the IMEI number of the telephone, which consists of a series of digits called IMEI (mobile identification number), which is nominative on the telephone;

- the phone and accessories.

The Customer must first save all the information and personal data contained in the telephone. CROSSCALL may need to reset the phone and cannot be held responsible for the loss of Customer's personal data.

These documents and elements must be attached to the Product when it is sent or when it is sent for repair. CROSSCALL may refuse its warranty if the documents mentioned above are not presented or if the information they contain is incomplete, illegible or inconsistent.

The Customer shall keep proof of the dispatch of its after-sales service request, which may be required in the event of a dispute.

2.4. 2.4. Costs. For the Products under guarantee, the shipping, packaging, insurance and forwarding costs are the responsibility of CROSSCALL.

2.5. Warranty exclusions. The commercial guarantee of CROSSCALL is not applicable in the following cases:

- Installation or use of the Product in contradiction with (i) the technical or safety standards in force or (ii) the instructions provided by CROSSCALL in the user manuals or in the safety instructions;
- Opening of the Product, unauthorized disassembly, modifications or repairs carried out by the end user or by persons or service providers not approved by CROSSCALL and/or with spare parts not approved by CROSSCALL ;
- Modification of the Software by the end user or by persons or service providers not approved by CROSSCALL,
- Serial number or nameplate, IMEI torn off, illegible, not available ;
- Use of the Product with accessories, peripherals and other products whose type, condition and/or standards do not meet CROSSCALL's requirements;
- Defects related to the fact that the Product has been used or connected to equipment or software not approved by CROSSCALL;
- Defects and damages resulting from negligence or fault, willful misuse or abuse of the Product, accident or handling not in accordance with normal use, regardless of the cause.
- Causes external to the Product, such as (without this list being restrictive): lightning, fire, electrical surge, connection to a defective socket;
- Oxidation due to a bad insertion of the USB or audio port cover, which are essential for the waterproofness of the product;
- Any failure of the services and applications embedded in the Product, the operation of which is the sole responsibility of their designers.
- Any non-original equipment. In addition, a third, independent operator provides the SIM card and the network or system (cellular or other) on which your product operates. Under this warranty, CROSSCALL assumes no responsibility for the operation, availability, coverage, services, or capacity of the network or system (cellular or otherwise) and will not assume liability for such failures under this warranty.
- Damage caused to the external elements of the telephones (in particular screen or shell breakage).
- Phones not intended for sale;

Generally speaking, the various CROSSCALL Products are subject to different IP standards (Ingress Protection) concerning resistance to foreign bodies and liquid bodies. The different models of Products comply with different standards.

However, with regard to the intrusion of solid and liquid bodies, the CROSSCALL guarantee shall be excluded when the Customer's use reveals conditions of use exceeding the protection index applicable to the Product in question.

The report of CROSSCALL's technical service, or of its approved repairer, and the report of this service justifying the exclusion of the warranty are authentic and shall be enforceable against the Customer.

In the event of expiration of the warranty period or exclusion of warranty, CROSSCALL may propose a quotation and a paid acceptance of the Product under the conditions described hereafter.

3. Conditions for taking charge of Products out of warranty.

(i) In case of exclusion of warranty, for any reason whatsoever (warranty period exceeded, conditions not met, etc.), the report of CROSSCALL's technical service, or of its authorized repairer, shall be accompanied by a report justifying the exclusion and a repair estimate.

For Products out of warranty, the costs of postage, packaging, insurance, shipment and reshipment are to be borne by the Customer.

In the event of refusal of the repair estimate with a request for return of the Product by the Customer, CROSSCALL, or its approved repairer, will return the unrepaired Product to the Customer, the shipping costs and the costs of managing and processing the file will however be borne by the Customer.

In the event of refusal of this quotation and without a request for return of the unrepaired Product within ninety (90) days from the date of receipt of the quotation, the Product will be considered abandoned by the Customer and may be destroyed by the authorized repairer or by CROSSCALL, in which case no compensation may be claimed from CROSSCALL.

(ii) Any other request for repair of the Product out of warranty by the Customer accepted by CROSSCALL will be subject to an invoice to the Customer for the repair, management and shipping costs.

4. Availability of spare parts. For Products put on sale as of March 1, 2015, the spare parts essential for the use of the Products will be available for two (2) years from the date of first marketing of the Products.

The deadline for the availability of spare parts is indicated on the technical data sheet for each Product.

5. Specific CROSSCALL warranty failure to unpack

5.1. Definition

This warranty applies only in the event of failure of the Product when it is put into service within fifteen (15) clear days of purchase. In this hypothesis, if the breakdown is proven, and except in the case of exclusion mentioned below, an identical telephone is sent to the Customer at CROSSCALL's expense.

5.2. 5.2. Implementation

This warranty must be reported within fifteen (15) clear days from the day of purchase of the Product, under the above-mentioned conditions, with a precise description of the problem encountered with the Product.

5.3. Upon receipt of the request and if the Product is covered by the warranty from the breakdown to the unpacking, CROSSCALL shall send the Customer a return agreement number.

The Product must be returned in its original packaging even if it has been opened. It shall be accompanied by all its accessories and accompanied by the documents indicated in Article 2.3.

If the Product does not correspond to a breakdown during unpacking, it will be (i) returned, at the Customer's expense, or (ii) requalified under the appropriate reason.

5.4. Exclusions from the Breakdown on Unpacking Warranty

The guarantee CROSSCALL breakdown at unpacking is not applicable in the following cases:

- Unpacking failure not proven after diagnosis of the failure by CROSSCALL services;
- Breakdown attributable to incorrect use of the Product by the Customer; Products opened or dismantled;
- Damage, breakdowns, failures or defects attributable to causes of external origin, such as those described in article 2.4 above;
- Damage due to oxidation;
- Incomplete returned product (without the original box, accessories etc.).

6. Legal warranties. CROSSCALL reminds that, when applicable, the Seller shall remain liable to the Customer for the legal warranty of conformity mentioned in Articles L. 217-4 to L. 217-16 of the French Consumer Code and those relating to defects in the item sold, under the conditions provided for in Articles 1641 to 1648 and 2232 of the French Civil Code, independently of any other legal warranty that may be applicable in the country where the Product was sold to the Customer.

- Article L. 217-4 of the Consumer Code

"The seller is obliged to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery.

He shall also be liable for defects of conformity resulting from packaging, assembly instructions or installation when the latter was made at his expense by the contract or was carried out under his responsibility. »

- Article L. 217-5 of the Consumer Code

"The property is in accordance with the contract:

(1) if it is fit for the use ordinarily expected of similar property and, where applicable:

- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;

- if it has the qualities that a buyer can legitimately expect in the light of public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2° if it has the characteristics defined by mutual agreement between the parties or if it is suitable for any special use sought by the buyer, brought to the seller's knowledge and accepted by the latter. »

- Article L. 217-12 of the Consumer Code

"An action resulting from lack of conformity shall be time-barred after two years from the date of delivery of the goods. »

- Article L. 217-16 of the Consumer Code

"Where the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of a movable property, to restore it to a state covered by the warranty, any period of immobilization of at least seven days shall be added to the remaining term of the warranty.

This period shall run from the date of the buyer's request for intervention or from the date on which the goods in question are made available for repair, if such availability is subsequent to the request for intervention. »

- Article 1641 of the Civil Code

"The seller is bound by the warranty on account of hidden defects in the thing sold which render it unfit for the use for which it is intended, or which so diminish that use that the buyer would not have acquired it, or would have paid a lower price for it, if he had known of them. »

- Article 1648 (1) of the Civil Code

"The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect. »
