

INTERNATIONAL WARRANTY AND SERVICE CONDITIONS

Definitions

The capitalized terms and expressions shall have the following meanings unless expressly set out in this Agreement:

Agreement: These International Warranty and Service Conditions;

The Manufacturer or TRIUMPH BOARD: TRIUMPH BOARD a.s.;

The Buyer or Distributor: The party buying products from the Manufacturer;

Customer: The end-user or organization that is using a Product or a Unit;

Authorized Service Partner or ASP: A repair service organization certified by TRIUMPH BOARD;

RMA (Return Merchandise Authorization): Request for after sale support for a Unit;

Product(s): TRIUMPH BOARD's products sold to Buyer or Customer;

Unit: a Product for which a warranty claim is made.

1. Warranty

1.1. TRIUMPH BOARD provides a warranty to the Distributor for defective or non-compliant Products, Product or Unit failures which are a result of errors in workmanship or defective materials, subject to the terms and conditions set out herein (the "Warranty"), unless otherwise specifically agreed to in writing.

1.2. The warranty services may be provided by TRIUMPH BOARD or an ASP.

1.3. The standard Warranty period is thirty six (36) months from the date of purchase from TRIUMPH BOARD, as indicated by the date of the invoice issued by TRIUMPH BOARD ("Warranty Period").

1.4. The Warranty Period is automatically extended by the length of a repair time.

1.5. TRIUMPH BOARD reserves the right, in its sole discretion, to repair or replace a Unit or to issue a credit note.

1.6. TRIUMPH BOARD reserves the right to substitute any part or the entire Unit, with a Unit that is materially similar in its sole discretion.

1.7. TRIUMPH BOARD's Warranty is to the Distributor only. While TRIUMPH BOARD may, in its sole discretion, handle warranty claims submitted by a Customer, or on behalf of a Customer, TRIUMPH BOARD assumes no obligation towards a Customer.

2. Exercising the Warranty

2.1. To make a Warranty claim, the Customer or the Distributor shall create an RMA ticket and provide sufficient details to enable TRIUMPH BOARD's after-sales support representative to assess the claim as further set out herein. Details that must be provided to TRIUMPH BOARD include Product name, EAN Code, and Serial Number, which must be complete and accurate. The customer or Distributor must fill out the RMA form completely and truthfully for TRIUMPH BOARD to provide services under the Warranty.

For DOA (Dead On Arrival) Units Distributor or Customer shall create an RMA no later than five (5) days after installation of the Unit. The customer or Distributor is obligated to provide the serial number of a Unit when submitting a warranty claim.

2.2. To make a Warranty claim. The customer or Distributor shall create an RMA ticket at triumphboard.com/support/technical-support/.

The Distributor or Customer will receive a service response within forty eight (48) hours during working days (except national holidays) confirming receipt of the RMA ticket.

2.3. TRIUMPH BOARD reserves the right to require photographic or video evidence of a Unit for which a Warranty claim is made, as well as of the site where a Unit for which a Warranty claim is made before RMA processing commences.

2.4. Working directly with the Customer or Distributor, TRIUMPH BOARD or its Authorized Service Partner will attempt to analyze and correct any issue in a Unit via email or telephone.

2.5. Should remote service or repair not be possible, the Distributor or Customer shall ship the Unit or component in its original packaging with all supplied accessories to TRIUMPH BOARD or the Authorized Service Partner and in accordance with the shipping instructions of the after-sale support representative. The RMA number assigned must be marked on the packaging of the item being returned.

2.6. The Distributor or Customer is responsible for ensuring appropriate and safe packing of the product and transportation to the TRIUMPH BOARD or Authorized Service Partner. Customer or Distributor is responsible for all transportation costs to TRIUMPH BOARD or its Authorized Service Partner, and back to Customer or Distributor, unless explicitly agreed to in writing otherwise, as well as for any installation costs.

2.7. If after a repair, the Customer or Distributor receives a non-functioning or damaged Unit, the Customer or Distributor must note the damage on carrier delivery documents and contact the Distributor or Supplier as soon as possible, but no later than five days after its receipt of the Unit.

2.8. Where a defect in a Product can be reasonably repaired or resolved with component replacement within thirty days then TRIUMPH BOARD reserves the right to repair the Product and return it to the Distributor.

2.9. If spare parts are required, the ASP or TRIUMPH BOARD shall ship the relevant parts. Shipping costs for required spare parts are the responsibility of the ASP or TRIUMPH BOARD.

3. Warranty Exclusions

3.1. TRIUMPH BOARD does not offer a warranty, or repair services for components, or products, not manufactured by TRIUMPH BOARD.

3.2. The Warranty does not cover regular maintenance, and repairs or replacements of parts due to normal wear and tear.

3.3. The Warranty does not cover a Product or Unit that has been damaged by accident, mechanical damage, misuse, neglect, or causes other than ordinary use.

3.4. The Warranty does not cover Products that have been opened, repaired, or on which a repair has been attempted by anyone not authorized by TRIUMPH BOARD.

3.5. The Warranty does not cover Products improperly used or installed, or Products or Units used in violation of TRIUMPH BOARD's instructions, such instructions provided in the Product manual, or other documentation provided with the Product.

3.6. The Warranty does not cover the Use of the Product with a hardware or software product or accessory or device accessory or device is not compatible with a Product, or where such product, accessory, or device is defective.

3.7. The Warranty does not cover the use of the Product specified outside recommended ambient conditions (including but not limited to operation humidity and temperature).

3.8. The Warranty does not cover the use of the Product in unsuitable conditions, including but not limited to chemically aggressive, high smoke or dust content, or damp environments.

3.9. The Warranty does not cover freight or shipping damage.

3.10. The Warranty does not cover Products deliberately or accidentally damaged due to a cleaning regime not in accordance with the cleaning and maintenance instructions specified in the user manual.

3.11. The Warranty does not cover consumables, including but not limited to batteries.

3.12. The Warranty does not cover or is void for Products where the serial number has been removed or defaced, as this prevents warranty and ownership identification.

3.13. The Warranty does not cover damage caused by force majeure including war, strike, crime, lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

4. Extended Warranty

4.1. TRIUMPH BOARD offers an extended or on-site warranty. Please, contact your local Distributor for availability and pricing options.

4.2. Any Warranty extension requires activation through the registration portal

Registration portal: triumphboard.com/support/warranty/

within thirty (30) days from the installation of the Product and no later than one (1) year from the original date of purchase from TRIUMPH BOARD, starting from the date of the original invoice.

4.3. Warranty extensions are not available for Products or Units after the one year anniversary of their purchase from TRIUMPH BOARD.

5. Amended Warranty and Service Conditions

The Warranty terms set out herein may only be amended in writing by TRIUMPH BOARD.

6. Governing Law and Disputes

6.1. All disputes related to this Warranty will be handled under the laws of the Czech Republic.

6.2. All complaints and disputes arising from claims will be governed by the applicable law, in particular, Act No. 513/91 Coll. – Commercial Code, § 422 to 441, respectively, under Act 40/1964 Coll. – Civil Code § 588 to 627

Please confirm your Warranty with your local supplier. You may have other rights granted under your local country/state law or local Distributor specific conditions.

7. Effective Date

7.1. The Warranty set out herein is valid for purchases as of January 1, 2019, covering items purchased from TRIUMPH BOARD after the effective date.

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