

AFTER-SALES TERMS AND CONDITIONS 2017 - VERSION OF 20 MARCH 2017

1. Scope

1.1. These after-sales terms and conditions shall govern the after-sales service to be provided to end-users (the "**Customers**"), relating to the sale of Crosscall branded products, or any other trademarks operated by CROSSCALL (the "**Products**"), regardless of the conditions and/or clauses that may appear on the documents of the buyer-retailer of the Products (the "**Retailer**").

1.2. CROSSCALL will be responsible for the after-sales service provided to Customers, notwithstanding the fact that certain legal guarantees may be applicable to the Retailer depending on the country where the Products are sold to these Customers.

However, the Retailer undertakes to inform Customers, or ensure they are informed, of the precise terms of the after-sales service of the Products covered by these terms and conditions, which it guarantees to CROSSCALL.

2. Conventional CROSSCALL warranty.

The Products are guaranteed to be free from design, manufacturing, [or material] defects under the following conditions. This warranty does not replace statutory warranties such as those referred to in Article 6 below.

2.1. **Warranty period.** The duration of this contractual warranty is: (i) Two

years for phones purchased from 1 April 2015, and
1 year if the date of purchase is prior to this; including InBox accessories

(ii) 12 months for batteries and accessories (excluding screen protectors);

The warranty period begins on the purchase date of the Product.

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2.2. **Repair or replacement.** If during the warranty period the Product is found to be defective due to its design or manufacture or an equipment fault, CROSSCALL is obliged to ensure its repair or replacement, without any charge for labour and parts. CROSSCALL can make the choice, at its own discretion and depending on the cost, to repair the Product or to replace it with an identical or equivalent model.

2.3. **Conditions.** The repair or replacement will be carried out under the following conditions:

the after-sales form must be duly completed on the website www.crosscall.eu, "Assistance" - "After-sales service" tab. An "RMA" agreement number will be given to you at the same time as the cover agreement and will accompany the Product that the service request and its follow-up relates to.

and the following documents should be sent to [CROSSCALL SAV (at the address given in the cover agreement):

- a copy of the invoice, indicating the date of purchase, the Product type, the IMEI number and the name of the Retailer;
- The IMEI number of the telephone (white label affixed to the inside of the mobile (under the battery) which includes a series of numbers called IMEI (mobile phone identification) on the telephone;
- the telephone and accessories [in their original packaging]. The Customer must first save any personal information and data that is on the mobile phone. CROSSCALL may have to reset the mobile and cannot be held responsible for any loss of the Customer's personal data.

These documents must be attached to the Product at the time it is shipped or deposited for repair. CROSSCALL may refuse its warranty if the documents mentioned below are not presented or if the information they contain is incomplete, illegible or inconsistent.

The Customer must retain proof of dispatch of the request to the after-sales department, which can be claimed in the case of a dispute.

2.4. **Warranty exclusions** The CROSSCALL warranty does not apply in the following cases:

- Installation or use of the Product in contradiction with the technical or safety standards in force and in particular any use contrary to the instructions provided in the user guide or in the safety instructions;

- Modifications or repairs made by unauthorised persons or other manufacturers;
- Serial number or identification plate, IMEI torn off, illegible, not available;
- Replacement of accessories such as batteries, hands-free kit [outside the warranty period];
- Non-compliant accessory;
- Voluntary act, negligence or fault of Customer (abnormal or inappropriate use or storage or contrary to instructions, manhandling, fall or impact of Products, etc.);
- Causes external to the Product, such as (but not limited to): lightning, fire, electrical over-voltage, connection to a defective mains outlet;
- Oxidation due to incorrect insertion of the usb or audio port cover, which are essential for waterproofing the product.
- Cosmetic damage to Products.

In general, the different CROSSCALL Products comply with different IP standards (*Ingress Protection*, or protection against infiltration) regarding resistance to foreign bodies and liquids. Different models of Products meet different standards.

- In the case of solid and liquid intrusions, however, the CROSSCALL warranty will be excluded when the Customer's use reveals conditions of usage going beyond the protection index applicable to the product in question.

CROSSCALL's technical department report or that of its authorised repairer and the findings of this department justifying the exclusion of guarantee are valid and binding on the Customer.

2.5. Products out of warranty.

- (i) In the event of warranty exclusion, for any reason (warranty period exceeded, conditions not fulfilled, etc.), CROSSCALL's technical department report or that of its authorised repairer will be accompanied by a statement justifying the exclusion and a repair estimate;

In case of refusal of the repair quote with request of return of the Product by the Customer, CROSSCALL or its authorised repairer will return the unrepaired Product to the Customer, who will however be responsible for the shipping costs.

In the case of this estimate being refused (without request for return of the unrepaired Product) within 90 days from the date of receipt of the estimate, the Product will be considered abandoned by the Customer and may be destroyed by the authorised repairer or by CROSSCALL, in which case no compensation can be requested from CROSSCALL.

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

2.6. **Availability of spare parts.** For Products on sale from 1 March 2015, spare parts that are essential for the use of Crosscall products will be available for 2 years from the date of sale to the final consumer.

3. Warranty after repair

3.1. **Duration.** The exchange or repair of a Product under warranty does not extend the warranty period specified in article 2.1 above. For repairs of out of warranty Products, the warranty for repairs made by CROSSCALL is for a period of six months from the date of return shipping and applies exclusively to the function or parts that have been repaired, excluding any other function and/or part.

3.2. **Costs** For Products under warranty, the costs of postage, packing, insurance, shipping and forwarding are the responsibility of CROSSCALL. For out of warranty Products, the costs of postage, packing, insurance, shipping and forwarding are the responsibility of the Customer.

4. Implementing the guarantee

4.1. Conditions. In addition to the time period stipulated and regardless of the cases of exclusion of the guarantee referred to in Article 2.4 above, the implementation of the guarantee presupposes compliance by the Customer with the conditions stipulated in article 2.3, particularly that the Customer must provide the after-sales guarantee form together with the return number (RMA) and the documents indicated.

4.2. Contact. The service request must be sent, as soon as possible after the discovery of the fault, via the website www.crosscall.com - "Assistance" and then "After-sales" tab.

The service request shall specify in detail, for each Product, the malfunction observed.

5. Specific CROSSCALL warranty for fault on arrival.

5.1. Definition. This warranty applies only to the failure of the Product when it comes into service within 15 days of its purchase. [Depending on the nature of the fault, available stocks and the Customer's wishes, this warranty covers the re-shipment of the repaired Product or an exchange product of equivalent value.]

5.2. Implementation. This warranty must be reported within 15 clear days of the date of purchase of the Product under the conditions stipulated in section 4.2 above, 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 fault on arrival warranty, CROSSCALL will send the Customer a return agreement number.

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

If the Product does not comply with a fault on arrival, it will be (i) returned, at the Customer's expense, or (ii) recategorised under the appropriate reason.

5.4. Exclusions from the fault on arrival warranty. The warranty CROSSCALL fault on arrival is not applicable in the following cases :

- Fault on arrival not detected after diagnosis of the fault by CROSSCALL services;
- Fault due to misuse of the Product;
- Opened or dismantled products;
- Damage, faults, failures or defects attributable to causes of external origin such as those described in article 2.4 above;
- Damage due to oxidation.

6. Legal warranty.

CROSSCALL recalls that where applicable, the Retailer remains liable to the Customer for the legal guarantee of conformity mentioned in Articles L. 217-4 to L. 217-12 of the Consumer Code and those relating to faults of the item sold, under the conditions provided for in articles 1641 to 1648 and 2232 of the Civil Code, independently of any other legal warranty 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 compliance with the contract and is liable for breaches of compliance upon delivery. »

It is also answerable for breaches of compliance resulting from the packaging, assembly instructions or the installation when it was made responsible for this by the contract or was carried out under its responsibility. »

Article L. 217-5 of the Consumer Code

"The item is in compliance with the contract:

1) if it is suitable for the expected use of a similar item and, where applicable:

- if it corresponds to the description given by the seller and possesses the qualities which the latter has presented to the purchaser in the form of a sample or a model;

- if it presents the qualities that a buyer can legitimately expect in view of the public declarations made by the seller, the producer or their representative, in particular in the advertising or labelling;

2) if it has the characteristics defined by agreement between the parties or is suitable for any special purpose sought by the buyer, brought to the knowledge of the seller and which the latter has accepted. »

Article L. 217-12 of the Consumer Code

"There is a period of two years from the delivery of the item for action resulting from a case of non-compliance. »

Article L. 217-16 of the Consumer Code

"Where the buyer requests from the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of the personal property, a refurbishment covered by the warranty, any period of immobilisation of at least seven days is added to the remaining warranty period.

This period shall run from the buyer's service request or the provision of the goods in question for repair, if this provision is subsequent to the service request. »

Article 1641 of the Civil Code

"The seller shall be liable for any hidden defects of the item sold which render it unfit for the use for which it is intended or which diminish such use in such a way that the buyer would not have purchased it or would have paid a lower price if he had been aware of these. »

Article 1648, para. 1 of the Civil Code

"Action resulting from any unacceptable defects must be instituted by the purchaser within two years from the discovery of the defect. »