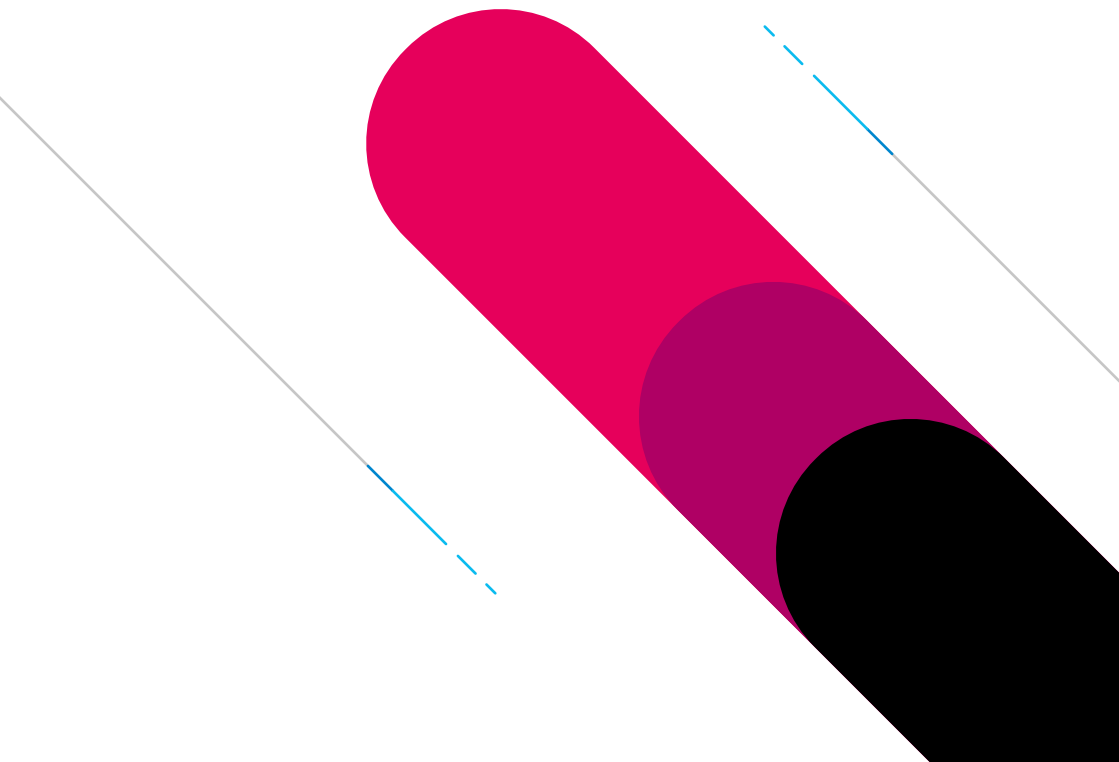




terms and conditions of warranty
for x-kom computer



warranty terms and conditions for x-kom PC

1 October 2021

definitions

1. In this document, we use terms and conditions whose meanings are given below:

- a) We, us – a company that provides the warranty for the computer, i.e.

x-kom sp. z o.o.

ul. Bojemskiego 25, 42-202 Częstochowa

District Court in Częstochowa, 17th

Commercial Division

of the National Court Register

KRS (National Court Register): 0000429838,

NIP (Tax Identification Number): 9492107026,

share capital of PLN 10,000,000

- b) You – a natural person, a legal entity, or an organizational unit without legal personality that has purchased the computer;
- c) computer – an x-kom brand device (G4M3R, Pro or Home & Office series) covered by the warranty;
- d) part – a computer element, such as components.

what are the terms and conditions of the warranty

- 2. The warranty period for the computer is 36 months. We count this time from the day we have handed over the PC to you.
- 3. The warranty shall be effective in the territory of the Republic of Poland. In matters not described in the warranty terms and conditions, Polish law applies.
- 4. The warranty shall not exclude, limit or suspend:
 - a) consumer rights under the warranty laws,
 - b) third-party warranties on individual parts – if you wish to benefit from these warranties, please submit your claim through us.
- 5. The warranty terms and conditions are effective as of 1 October 2021.

what does the warranty cover

- 6. The warranty covers physical defects of the computer. We undertake to replace the damaged parts free of charge. If it's not going to be possible – we will replace your computer with a new one or give you your money back.
- 7. We may not always be able to replace the computer or parts. e.g. components, with identical ones. We can choose other computer or parts instead, such as with a different colour or specification – but no worse than the one that was damaged.
- 8. If we won't be able to replace your computer or its parts – we will give you your money back. We can do it if:
 - a) we won't be able to import spare parts for reasons, which we can't control;
 - b) computer's repair would be more expensive than buying a new one;
 - c) the defect, which we have already repaired in the same computer part, recurs at least 3 times, and it's not your fault.

what the warranty does not cover

- 9. The warranty does not cover mechanical damage and related defects. This refers to damage caused by, for example:
 - a) the conditions under which you use your computer, such as dirt, dust, chemicals (not intended for use on a computer), unusually high or low temperatures, contact with liquid, external ionizing radiation, or magnetic fields.

If, for example, you will be using the computer during home renovation, and the damage is caused by dust inside the casing or solvent splashes - the warranty will not cover it.

- b) use, transportation, storage, improper installation, and maintenance of the computer not in accordance with the manual and our other instructions,



Perform regular computer maintenance and update your software and drivers.

- c) inappropriate use of the computer.



The intended use of the computer is, for example, office work or gaming. If you place flowers or books on the computer and this causes the case to crack or bend, the warranty does not cover such damage.

10. The warranty does not cover software that is installed on your computer.
11. The warranty does not cover accessories that came with your computer, for example, CDs and DVDs or cables.
12. Under the warranty, we are not responsible for:
a) data and software (including any licenses) that you may lose due to damage to your computer, including for recovery or restoration,



Most repairs require you to restore your computer to factory settings. This means that you will lose all the data stored on your drive. Regularly back up the data that is important to you.

- b) damages that a defective computer causes as a result of its inappropriate use, nor for your lost profits in connection therewith,
c) accessories that you connect to your computer that were not included in the original set, such as drives, expansion cards, and wireless receivers.

how to lodge a complaint

13. If you notice a computer defect, please report it to us within 14 days.



If you do not report the defect within 14 days of noticing it - we may refuse repair or replacement. Such defect may cause further damage to your computer.

14. Prepare an invoice, receipt or other document of purchase.

15. You can lodge a complaint:

- a) via a form on www.x-kom.pl/serwis,
b) in one of our stores – for a full list of them, please visit www.x-kom.pl/kontakt.

16. Once we receive your report, we'll let you know – in the store or by email – what to do next.

17. Secure your data before you return your computer to us as part of the claim process. Copy important files and documents, for example, to an external drive or flash drive. Delete all private data from your computer.

18. Provide us with a complete, securely packaged computer with all accessories:

- a) at our expense, by a carrier we designate, or
b) to our store.



The computer does not have to be packed in the original cardboard box, but we recommend it. If you use other packaging, make sure your computer is well protected, for example with bubble wrap or styrofoam.

19. If you do not send us all the parts and accessories, we may refuse the repair or ask you to send us the remaining items. In that case, we may need more time to diagnose and repair the computer.



Problems with the computer can be related to accessories or damage to one of the additional components, so we need to receive the complete set from you.

how the repair is done

20. We will usually repair your computer within 5 business days. This time is counted:

- a) from the moment your computer is delivered to our service centre,
b) until we create an order for a courier company or ship the computer to our store.

21. We will keep the repair time provided that you will:

- a) lodge a complaint via www.x-kom.pl/serwis or in our store.
b) properly fill in a complaint notice,
c) return your computer to us with all accessories, preferably in the original packaging.

22. We may extend the repair time if we have to send the product to a third-party service centre – such as the manufacturer of one of the parts – or bring in

replacement parts. If this is the case, we will keep you informed.

23. Once we complete the repair, you will have 30 days to take your computer back from us. If you fail to do so, we will inform you in writing of the next deadline – 14 days – to collect your computer. After that time, we may charge you a storage fee. This fee is 5% of the rate per 1 m² of storage space in Częstochowa for each month of computer storage.

24. Damaged parts replaced with new parts during repair become our property and cannot be repurchased.

what do we do about damage that is not covered under warranty

25. If we determine that your computer works just fine or the damage is not covered under warranty, we may charge you for the cost of shipping, diagnosis, and materials used for diagnosis.

26. If we find damage that is not covered by the warranty, we will let you know. We will inform you about the method of repair, the cost and, if possible, an approximate repair date. We will ask if you agree to a paid repair. We will withhold other warranty repairs pending your decision.

27. If you choose to pay for the repair of defects – we will repair your computer and restore your warranty.

when the warranty is no longer valid

28. The warranty will terminate if:

- a) you will repair or improperly rework a computer outside of our service centre,
- b) you will damage the seals that secure the computer parts,
- c) we will find mechanical damage which is not a physical defect and which was caused by your fault,
- d) you will cover or remove the serial numbers of the computer or its parts,
- e) you will be using overclocking at a level other than the factory level,
- f) you will connect and use other devices contrary to their instructions.





-kom