



ul. Piątkowska 163  
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## GENERAL WARRANTY TERMS & CONDITIONS

Proximus Sp. z o.o., the owner of brand SMSEagle, hereinafter referred to as the Guarantor, shall guarantee good quality and proper functioning of the purchased device if used in the manner appropriate for the purpose thereof and in accordance with the operation manual, and shall provide warranty services subject to the following conditions:

1. This Warranty covers the defects resulting from defective parts, materials, or manufacturing if such defects are revealed during the warranty period. The warranty period starts with the date of product delivery.
2. The device is considered defective if it fails to perform the functions as indicated in the operation manuals, technical specifications, or any other similar documents supplied with the equipment, and the failure is due to internal device characteristics.
3. The Warranty does not cover consumables or parts of limited regular functionality due to their natural wear and tear.
4. The Warranty does not cover any software by third-party manufacturers or vendors, that is installed on the device under repair and delivered along with the device to the Guarantor Service Center.
5. The Guarantor shall not be held responsible for the loss and restoration of any software or data.
6. The defects and damages revealed during the Warranty period shall be removed free of charge exclusively by the Guarantor Service Center located in PROXIMUS Sp. z o.o., ul. Piątkowska 163, 60-650 Poznan, Poland, within 14 working days from the date of delivering the device to the Service Center.
7. Removing defects and damages time could be extended in case replacement parts will be imported outside the Republic of Poland or the defective or damaged device will be shipped to the producer's service center.
8. Warranty services will be provided under the following conditions:
  - a. Immediately and effectively notify Guarantor about the determined device's defects and cease its use.
  - b. The marked device along with a copy of the commercial invoice should be delivered to the Guarantor Service Center.
  - c. The serial number of The delivered defective device must match the serial number sold to the Customer.
  - d. The Guarantor Service Center should be notified in writing of any additional accessories installed in the device.
  - e. The device should be delivered together with a detailed and readable description of the technical problem.
  - f. The delivered device should have intact seals with production date or serial numbers of the Guarantor or the Manufacturer and should be appropriately packaged during its loading, transportation, and unloading.
  - g. The shipment to the Guarantor Service Center must be arranged and paid for by the Customer.
9. The Guarantor reserves the right to charge the Warranty beneficiary with the costs of service, transportation, insurance, and customs clearance if the defect does not fall within the scope of this Warranty or the device has not been proven defective.
10. The Warranty does not cover:
  - a. Mechanical or electric damages resulting from incorrect installation, configuration, usage, or other activities inconsistent with the operation manual or contradictory to technical specifications attached to the device;
  - b. Damages caused by acts of God, floods, fires, lighting or other natural disasters, wars, unexpected events, inappropriate voltage, defective supply materials, or other external factors;
  - c. The device that has been tampered with by the Warranty beneficiary or any other person in any way, including reconfiguration, repair, willful constructional variations, modifications, and adjustments;
  - d. The device with serial numbers and/or the Guarantor seals damaged or illegible;
  - e. The activities specified in the operation manual, which remain the sole responsibility of the Customer in his capacity and at his own expense;
  - f. Defects resulting from the usage of improper or non-genuine supply materials;
  - g. Damages due to the user's fault or lack of knowledge;
  - h. Malfunction of the device caused by a conflict or incompatibility between software applications installed on the defective device or on the hardware with which the device continuously interacts.
11. The Guarantor reserves the right to replace the defective device or its component with a free-of-defect equivalent thereof, provided that such equivalent ensures efficiency and functionality equal to or higher than the original device or component. The replaced defective device or components shall become the property of the Guarantor.
12. The Warranty period is extended by the time during which the repaired device stays in the Guarantor's Service Center.
13. The Guarantor shall not be held responsible for any failure in performance of the obligations as stipulated in this Warranty, whenever such a failure is caused by a force majeure afflicting the Guarantor or the manufacturer of the device. Force majeure means any event or circumstance beyond the reasonable control of the Guarantor which prevents the Guarantor from performing the obligations stipulated in this Warranty, or results in the performance of the Warranty services that are inconsistent with the conditions stated herein, and which could not have been foreseen by the Guarantor acting with the professional accuracy at the moment of assuming obligations under this Warranty.
14. The Guarantor reserves the right to refuse to provide any Warranty services if it would result in a breach of applicable laws.
15. The rights granted by this Warranty shall not include the right of the Warranty beneficiary to claim any lost profits in connection with defects of the device. The Guarantor shall not be held responsible for any material losses caused by the defective product.
16. These General Warranty Terms and Conditions may be changed if the Buyer and the Guarantor establish different conditions in a separate agreement, and the provisions thereof supersede the respective provisions of the Privacy and Terms and Conditions.



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### SERVICE LEVEL AGREEMENT (SLA) FOR SUPPORT SERVICES

<i>Support Service</i>	
<i>Basic SLA:</i>	<i>5x9 Business Day*</i>
<i>Software updates</i>	<i>Yes</i>
<i>Web support</i>	<i>Yes</i>
<i>Email support</i>	<i>Yes</i>
<i>Telephone support</i>	<i>Yes</i>
<i>Remote connection support</i>	<i>Yes</i>
<i>Access to Support Center Knowledgebase</i>	<i>Yes</i>
<i>Committed Response time to Priority-1 issues**</i>	<i>4H</i>
<i>Committed Response time to Priority-2 issues**</i>	<i>8H</i>
<i>Committed Response time to Priority-3 issues**</i>	<i>24H</i>

*\*Business Day hours*

Our business hours cover Monday through Friday, 8:00 AM to 5:00 PM CET/CEST, excluding major PL holidays.

*\*\*Priority Levels*

The priority level of the submitted ticket is used to determine the response time guarantee.

**PRIORITY-1: BUSINESS CRITICAL**

Represents a device completely not usable or a significant feature that is completely unavailable, and no workaround exists. Does not include development issues or problems in staging environments.

**PRIORITY-2: DEGRADED USABILITY**

Includes intermittent issues with device stability and reduced quality of service. A workaround may be available. Does not include development issues or problems in staging environments.

**PRIORITY-3: GENERAL ISSUE**

Includes product questions, feature requests, and development issues.

All customers may set the priority level of a ticket. However, SMSEagle Support reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition – usually a non-production setup issue, or how-to question. SMSEagle support team members may also increase the priority level if the situation is deemed to be more urgent than originally reported. If the priority level is not set by the customer, the ticket will default to Priority 2.