

## TERMS AND CONDITIONS OF WARRANTY

Please note that you are bound to the following terms and conditions. Electronbox reserves the right to accept or refuse the provision of its services without notice. The request and start of any job, or completion of a purchase will imply that you have accepted our terms and conditions of service.

Clients agree not to offer direct or indirect work or job offers to employees of Electronbox otherwise a compensation fee equivalent of 7,000 Euros will be required to be paid to Electronbox for loss of income and other damages.

- Our service warranty is subject to the proper use of equipment or products according to the instruction manuals and, provision of the appropriate purchase receipt, indicating purchase date, type and model.
- Items under 18 Euros are void of warranty, unless defective from day 1 and returned within 7 days from the date of purchase.
- Most products have a manufacturer's warranty and you are required to contact the relevant service centre or manufacturer directly in the first instance. Electronbox cannot accept any responsibility for its replacement or repair. In all other cases, where Electronbox will act as an intermediary between the manufacturer and the client, Electronbox is not responsible for the return of products.
- Products with visual defects or problems have to be returned within 72 hours from the date of purchase, or else the warranty will not apply.
- Your warranty requires you to deliver the unit to our office and unless stated does not include labour fees. Electronbox can pick up and deliver your computer equipment from your premises for a modest call out fee.
- Your warrantee will be void if:
  1. - The purchase receipt or documents have been modified in any way or format.
  2. - There is any modification to the provided hardware.
  3. - The hardware has been repaired by unauthorized technicians other than those approved by Electronbox or the manufacturer.
  4. - There is physical damage, damage by fire, electrical surge and fluctuations, or any other damage caused by improper use.
  5. - Unlicensed or otherwise pirated software is used.
- It is assumed that you have the legal copies and certificates of authenticity for the installed software on your PC and all work carried out will be done on this basis.
- Any software purchases from Electronbox will be clearly stated on your invoice and you will receive the full software license and details.
- In cases where a system reinstallation is required, Electronbox can only reinstall the software for which you have provided the CDs, certificates and/or legal copies of the required software programs. If you are missing a CD, software will be installed from our back up library on the understanding that you have a legal copy elsewhere.
- Software installation has a guarantee of 14 days from the day of installation and is subject to rejection if it is detected that the user has been changing or adjusting the system files and settings. The technician's judgment is final.
- Our consultancy fee is charged per hour of work and does not require completion or achievement. Consultancy fees are non refundable and fully payable without failure from the moment of a call or request for service.
- The client accepts all responsibility for any consequences arising from any work carried out; past, current and future.
- Electronbox does not accept any responsibility for loss of data, through hardware and/or software failure. This includes whether a system is being: looked at, repaired and upgraded or in cases of complete computer equipment purchases. It is advisable to make regular back ups of your critical data and/or work on removable media.
- All Internet services, such as domain name, email address, dial up access, ADSL access, website hosting etc are all based on a one year contract and are payable for one year even if this is charged on a monthly basis. If the client wishes to cancel such a service, they remain liable for the payment of the remainder of the one year contract.
- ADSL installations and repairs are completed on behalf of the client with their service provider. Any charges made are for the work carried out at the time and the client understands that any final adjustment or completion is dependant upon their service provider and Electronbox can only act as a mediator and therefore all charges are consultancy fees and do not include a guarantee.
- All items given to Electronbox for repair must be reclaimed within a maximum of 30 days, after which time they will be subjected to a maintenance fee of €0.60 per day. If such items are not claimed within 90 days, in accordance with article 460, 4<sup>a</sup> y 1968 of the Civil Code the client loses ownership of the items. In accordance to article 1600 of the Civil Code, Electronbox reserves the right to hold on to any item/product until all repair and maintenance fees have been paid.
- If you do not agree with any items your bill, you should inform Electronbox in writing within 10 days of the print date of your invoice. If there has been no written communication within 10 days, it is assumed that you have accepted the invoice amount and all details. You are kindly required to pay your invoice within 15 days of the invoice date. The invoice is not proof of payment, unless it is signed as paid, or accompanied by other valid proof of payment. If paid in cash, it should be signed and stamped by an authorized person. Please note that late payment fees do apply if not paid within the specified time.
- In case of a dispute and where there is no mutual agreement or settlement, the two parties then abide by the decision of the courts of Fuengirola city who will decide the interpretations and mutual obligations of the present terms and conditions. All legal documents belonging to Electronbox must be signed and stamped by an authorized person or the company Lawyer. Lack of any of the aforementioned prerequisites will make any document null and void.

Electronbox reserves the rights to change prices, terms and conditions of guarantee without prejudice or prior notice. The full and updated terms and condition of service is always available on our website.

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