

### **GUARANTEE TERMS**

# Provider

1. Seller, TRANSFER MULTISORT ELEKTRONIK LIMITED, a company registered in England and Wales with company registration number 10482843, registered office at Suite 1C, Coleshill House, 1 Station Road, Coleshill, Birmingham, B46 1HT United Kingdom and registered VAT number 259171585. The seller hereafter referred to as "Guarantor".

# Scope

- 2. The geographical scope of the guarantee covers the region of the United Kingdom.
- 3. The guarantee entitles, in the event of a defect during the guarantee period, to a free repair of the purchased product. The warrantor determines the method of repair of the product. The Guarantor may at its discretion instead of free repair, replace the product with one free of defects or refund the amount equal to the sale price. The guarantee does not confer the right to request a replacement of the product with one free of defects, withdraw from the sales agreement or request a refund of the price.

### Period

- 4. The guarantee period begins when the buyer, being a consumer purchasing the goods for private use, takes delivery of the Goods. In the case of a buyer who is not a consumer, the guarantee period begins upon the transfer of the risks associated with the purchased product to the buyer.
- 5. The guarantee is for a period of 12 months. For batteries delivered with the product, the guarantee period is 6 months from the date of purchase.

# Use/items not covered by guarantee

- 6. In order to avoid damage, the user is advised to read the instruction manual in detail, adhere to its recommendations and not exceed the maximum operating parameters of the product.
- 7. The guarantee does not cover product defects resulting from reasons other than an inherent fault in the product, in particular due to the use of the product in a manner contrary to its intended purpose and recommendations of the instruction manual.
- 8. This guarantee does not cover glass parts, batteries, wires, enclosures and materials that are subject to normal wear and tear during operation of the equipment (e.g: tips, carbon brushes, bulbs, etc.). Heating components are subject to a maximum of one-time replacement under the guarantee.
- 9. The guarantee becomes invalid in the event of any interference with the seals, unprofessional disassembly, repair or alteration by unauthorized persons (i.e. unauthorized service), incorrect maintenance or lack thereof.

# Notification of fault

- 10. The notification of a fault in a product should be submitted in written form, by e-mail or by post *(contact details in the header of the terms of guarantee)* and should include: the users name and surname or the Buyer's name, address, phone number, model, serial number, invoice number and a description of the fault in the operation of the product covered by guarantee. It may be necessary to provide proof of purchase or the guarantee card provided when purchasing the product.
- 11. Data from the product purchase invoice, in relation to the device/product number and date of sale, constitute an integral part of the terms of the guarantee.

# **Return of faulty items**

12. Defective items should be returned to the Guarantor. Please do not send the defective product to the Guarantor without prior agreement with the Guarantor. Upon you notifying the Guarantor that there is a fault with the product, the Guarantor will provide you with the relevant information in order to return the product.

# **Repair of Goods**

13. Defects restricting or preventing the use of the product for its intended purpose, discovered during the guarantee period shall be repaired free of charge within 30 days from the date of delivery of the product to Guarantor.

# **Guarantee Card**

14. Should you lose the guarantee card, the Warrantor will not issue a duplicate.

# **Personal Information Data protection**

- 15. The personal data provided in accordance with paragraph 10 of this guarantee will be processed by Transfer Multisort Elektronik Limited and Transfer Multisort Elektronik sp. z o.o. (Poland). The data will be processed solely for purposes related to the execution of the guarantee and data archiving. Personal data will be made available only to entities authorized by the law.
- 16. The submission of personal data by the buyer/user is voluntary. However, the refusal to provide it in the notification may prevent the Guarantor from verifying the guarantee period and purchase of the product.
- 17. A copy of personal information held can be requested by contacting <u>office@tme-uk.eu</u>. A charge of £10 will apply to receive this information.

# **Non-Exclusion of Rights**

- 18. The guarantee on the product sold does not exclude, limit or suspend the Buyer's statutory rights but is in addition to these rights.
- 19. For non-business purchasers (i.e. consumers), your statutory rights include the Consumer Rights Act 2015, which requires, amongst other things, for goods to be as described, fit for purpose and of satisfactory quality during the expected lifespan of your product your legal rights entitle you to the following:
- a) up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) up to six years (five if you are in Scotland): if your goods do not last a reasonable length of time you may be entitled to some money back. It will be for the consumer to show that there is a fault in the product.
- 20. The expected lifespan on the product may not necessarily be up to the maximum of six years (five in Scotland) but will depend on the nature product purchased.
- 21. Consumers can obtain information about their legal rights from trading standards offices or citizens' advice bureaux.

### Law and Jurisdiction

- 22. This guarantee and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 23. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim brought by a business purchaser (including non-contractual disputes or claims) arising out of or in connection with this guarantee.
- 24. If the user/purchaser of the product who is a consumer, lives in Scotland they can bring legal proceedings in respect of the products in either the Scottish or the English courts. If the user/ purchaser of the product who is a consumer, lives in Northern Ireland they can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.