

# Warranty terms

Please use CAPITAL LETTERS to fill in the form below.



elephant

## Client's data

Name	Surname
Address: street, street/apartment no., postal code, city, country	
Phone number	E-mail

## Product's info

Product's name	
Product's code	Serial number (S/N)

## Purchase details

Dealer name	Stamp and signature of the dealer
Date of Purchase	

□	□	-	□	□	-	□	□	□	□	□
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e-mail: [info@elephantalarms.com](mailto:info@elephantalarms.com)  
[www.elephantalarms.com](http://www.elephantalarms.com)  
Tax Id.: PL 7831740648

Producer  
**Elephant Sp. z o. o.**  
ul. Heweliusza 18  
60-281 Poznan, Poland

# The terms of limited warranty

1. This limited warranty is granted by Elephant Sp. o.o. with its registered office in Poznan (Poland), ul. Jana Heweliusza 18, 60-281 Poznan, entered into the National Court Register of Poland – register of entrepreneurs kept by District Court Poznan – Nowe Miasto i Wilda in Poznan under the 0000613370 number, Tax Identification Number: PL 7831740648, with its share capital of 100.000,00 PLN (hereinafter referred to as “the Guarantor”).

2. The Guarantor guarantees a correct functioning of the Elephant device produced by the Guarantor which shall be used in the individual household in accordance with its intended purpose and principles of use, sets out in the manual and undertakes to free of charge remove any physical defects of the Elephant device resulting from causes inherent in this

device, which will be disclosed and be submitted before the deadline of the guarantee (hereinafter referred to as “the Guarantee”).

3. The duration of the Guarantee is 12 months starting from the date of purchasing the Elephant device but no longer than 16 months starting from the date of manufacture of the Elephant device (date of manufacture is encoded in the serial number located on the packaging of the Elephant device).

4. The scope of the Guarantee protection is valid on the territories of the Member States of the European Union but covers only the Elephant devices purchased within the territory of Poland.

5. The conditions under which the Guarantee is granted does not affect in no way exclude, limit or suspend a consumer’s right resulting from the provisions of the

warranty for defects in the good sold.

6. The consumer entitled to take advantage of this Guarantee is the owner of the Elephant device having the warranty card and proof of purchase, however the proper fulfillment of the warranty card by the vendor, including the type and serial number of equipment, date of sale and the stamp and signature of the retailer is treated as proof of purchase (hereinafter referred to as “Grantee”).

7. The Guarantor undertakes to fulfill its obligations under the Guarantee, provided that the Grantee shall submit proof of purchase, taking into account pt. 6 of the Guarantee. Making changes and deletions in the warranty card by an unauthorized persons will void the Guarantee. The Guarantor is not bound by any changes made without his consent in the content of the

warranty card, in particular in this document. This is not just the fulfillment by the vendor with the relevant data for the fields warranty card.

8. The Grantee may require from the Guarantor remedy the physical defect of the Elephant device or deliver such device free of defects, if these defects become apparent within the period for which it was granted the Guarantee. In the event that the removal of a physical defect of the Elephant device turned out to be impossible, the Guarantor will provide the Grantee the Elephant device which will be free of defects.

9. If the performance of its obligations the Guarantor provided the Grantee the Elephant device free of defects or if made significant repairs in this device, the Guarantee starts running again from the time of delivering free of defects or repaired the Elephant device to the Grantee. Above-mentioned rules related of period of the Guarantee shall apply accordingly if the Guarantor has made replacement only a part of the Ele-

phant device.

10. The Guaranty does not cover batteries and defects of the device, resulting from:

- a) reasons independent of the Guarantor,
- b) mechanical damage, incorrect use of the instruction manual or equipment application,
- c) random events, in particular: lightning, fire, flooding, high temperatures and chemical agents or improper installation and configuration (contrary to the principles contained in the instruction manual), including improper charging and connecting external devices could damage the device,
- d) damage to the device resulting from:
  - using the device contrary to its intended purpose, that mean use which has resulted in physical or esthetic damage of the Elephant device or damage to the surface of the Elephant device or its modifications;
  - virus infections or use of the Elephant device with

software other than that supplied with the device or incorrectly installed software;

- using the Elephant device with accessories, peripherals and other devices of type, condition and standard other than prescribed by the Guarantor;
- repairs carried out at the service of the Guarantor;
- negligence, especially dirt;
- accidents, fire, act of liquids or moisture, chemicals and other substances, flooding, excessive heat, improper ventilation, voltage fluctuations in the mains, connect the excessive or improper voltage, radiation, electrical discharges, including lightning and the actions of any external forces and impacts;
- cleaning equipment caused by improper handling of the device;
- mechanical damage.

11. The scope of the Guarantee protection covers only the hardware components at the Elephant device, but does not include the so-

ftware used in this device.

12. Defects revealed during the Guaranty will be removed at the expense of the Guarantor in the shortest possible time not exceeding 21 working days from the date of delivery of the Elephant device by the Guarantor under the Grantee. In case of necessity bring spare parts from abroad (as Grantee shall be informed) the abovementioned term may be extended, but no more than a further 21 working days. In the event of circumstances of force majeure the Guarantor shall be entitled to additional time for performing of his obligations under the Guarantee, which will inform the Grantee via e-mail at the address indicated in the form of a complaint.

13. The Grantee is required first of all to report the defect of the Elephant device through a complaint form on the website of the Guarantor at [www.elephantalarms.com](http://www.elephantalarms.com) (hereinafter referred to as "Complaint form"). After successful filling the Complaint form the Grantee shall receive an individual complaint

number, which is required to provide sending the Elephant device with the notification of complaint to the Guarantor by e-mail or courier. In the event that the Grantee did not make prior notification of defects in the Elephant device via Complaint form, the Guarantor shall have the right to withhold from consideration the of received complaint until the clarification of the circumstances the Grantee.

14. Any defect of the Elephant device shall be reported no later than 14 days from its occurrence.

15. The Grantee is obliged to provide the Guarantor defective device with all accessories included with the Elephant device. Responsibility for damage the Elephant device resulting from transport to the Guarantor in connection with the use of inadequate packaging bears the Grantee.

16. In the event there are no grounds to consider the complaint made on the basis of the Guarantee (in particular due to: failing to hold defect, an occurrence case not

covered by the Guarantee, the expiry of the Guarantee), the Guarantor will inform the Grantee not to accept the complaint and justify his position.

17. The Guarantor reserves the right to replace the defective parts or the entire Elephant device with a new or the refurbished Elephant device. The Elephant devices or its parts which are tainted and replaced by the Guarantor to the new one, are not reimbursed the Grantee.

18. The Grantee loses right to the Guarantee in the case of breaking the guarantee seals, plate with a serial number or a statement by the service of the Guarantor to make unauthorized repairs or changes to the system or construction the Elephant device.

19. The Guarantor is not liable for damages or losses resulting from the inability to use the Elephant device that is under repair.

20. The Guarantee does not cover the consumer's right to claim reimbursement of lost benefits due to defects of the Elephant device.