

General Terms and Conditions of Handling Complaints Regarding the Goods Purchased from ABC Data by International Clients



A. Subject Matter

These general terms and conditions specify the principles of warranty liability of ABC Data S.A., with its registered office in Warsaw, address: ul. Daniszewska 14, 03-230 Warszawa, entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under No. KRS 0000287132, holding VAT ID PLS242617178, with its fully paid-up share capital amounting to PLN 125,266,899.00 (hereinafter referred to as "ABC Data"), for the products purchased from ABC Data and the procedure applied in case of defects in the products purchased from ABC Data by an entity having its registered office outside the territory of the Republic of Poland, being an entrepreneur running business activity (hereinafter referred to as the "Purchaser"), as part of commercial cooperation between the parties.

B. Terms and conditions of warranty granted by ABC Data

1. ABC Data does not grant warranty for physical damages which in accordance with the information included in ABC Data sales system or information delivered by ABC Data, are already covered by a guarantee granted by a third party (hereinafter referred to as the "Manufacturer's Guarantee") or it has been stated that a given product is not subject to any warranty/guarantee. If a given product is covered by a Manufacturer's Guarantee, complaints shall be filed directly at service centers, and under terms and conditions stipulated by a third party granting the guarantee.
2. ABC Data shall not bear any warranty liability for physical damages of products, unless ABC Data states in writing that it does grant a warranty for a given product and determines period of its validity.
3. If ABC Data grants warranty for physical damages, duration of this warranty is calculated from the date of the issuance of invoice for sale of products by ABC Data to the Purchaser.
4. ABC Data does not bear any warranty liability for products:
 - a) mechanically damaged;
 - b) used in a manner not compliant with its purpose of use or the conditions given in the manual or improperly maintained;
 - c) whose warranty seals, or any other elements identifying the product (especially its serial number) have been tampered with or damaged;
 - d) modified, altered or repaired by the persons not authorised by ABC Data;
 - e) batteries and consumables.
5. ABC Data shall not be liable for the loss suffered by the Purchaser caused by the occurrence of product's defects. In particular shall it apply to the costs of the conclusion of contract, the costs of collection, transport, storage and insurance of the products and investment in the products.
6. ABC Data shall not be responsible for any data left on hard drives and other storage devices, the product itself or related to this product. The Purchaser is obliged to protect their data before handling the complaint to ABC Data. ABC Data is not obliged to make a copy or to restore the original content of the drive after the repair.
7. A "Lifetime Warranty" is a warranty which period shall expire 24 months after the date of documented sale of the product to the Purchaser.
8. Warranty covers products replaced in the complaint process only if the product mentioned is brand new, however the duration of the warranty period may not exceed the duration of the warranty period granted to ABC Data by a third party.

C. Complaint Handling Procedure

1. If a physical defect is identified in a product covered by ABC Data warranty, the Purchaser is obliged to file a complaint with ABC Data.
2. The complaint is effective, if:
 - a) the complaint has been previously registered and an authorization has been obtained – in the electronic sales system of ABC or via ABC Data RMA Department (rma@abcdata.eu);
 - b) the defective product has been delivered to the place indicated in the authorization together with the hard copy of this authorisation. The hard copy of the authorisation should be placed on the outside of the packaging in the manner making it possible to read the authorisation without damaging the packaging.
3. Defective products for which complaints have been filed to ABC Data, may be delivered directly by the Purchaser or the person authorised by the Purchaser or through transportation or forwarding company.
4. The Purchaser delivers the defective product to the place indicated in the authorisation at its own cost and risk.
5. The product should be delivered in the factory packaging or other replacement packaging protecting the product during transport, both against mechanical and electrostatic damage. Other rules for the product delivery, specific to a particular type of product, are described in the obtained authorization. The Purchaser is required to read these rules and comply with them.
6. After completion of the complaint procedure, the product will be returned to the address specified by the Purchaser when registering the complaint.

7. ABC Data reserves the right to refuse to accept the delivery of a defective product, if it bears signs of mechanical damage.

D. Complaints' handling

1. ABC Data undertakes to solve the complaint as soon as practicable, but no later than within 14 days from the date of delivery of the product ("basic deadline"), subject to the provisions of clause 3.
2. ABC Data decides on the manner of complaints' handling. If the complaint is found to be justified, ABC Data may:
 - a) repair the defective product;
 - b) replace the product with a similar product whose characteristics and life span are not worse than those of the original product;
 - c) refund the price paid.
3. ABC Data reserves the right to prolong the complaint handling deadline, if the basic deadline cannot be met or it is excessively difficult to be met for reasons beyond the control of ABC Data.
4. If, within three months from the date of complaint resolution, the Purchaser fails to collect the product after its repair or replacement, the Purchaser shall be requested by a registered letter or courier post sent to the address indicated in the complaint (or in case of lack thereof, to the address indicated in the Dealer's Information or to another address provided to ABC Data by the Purchaser), to pick up the product. After receipt of the request, the Purchaser is obliged to immediately collect the product, no later than 7 days after receipt of the request. After the ineffective expiry of the deadline determined for the collection of the product, ABC Data shall, at its sole discretion, destroy the product, without having to pay any compensation to the Purchaser, or store the product at the expense of the Purchaser; however if the costs of storage and insurance of the product outweigh the value of the product, shall ABC Data take ownership of the product to offset these costs.
5. The above rules also apply to repeated complaints about the same product as well as the complaints regarding ineffective repair.
6. Document issued after settlement of a complaint (hand-over protocol issued by ABC Data RMA Department) is not a warranty document, but it only contains information on complaint settlement. This document is intended only for the entity indicated in the field "Customer" and shall not be made available to other natural or legal persons.

E. The costs of complaints borne by the Purchaser

1. If, during the complaint handling procedure, the complaint is found to be unjustified, ABC Data is entitled to charge the costs connected with the handling thereof in fixed fee of EUR 25 to cover the general costs of complaint verification, to the Purchaser.
2. The Purchaser bears the cost of the parts, pieces and components replaced during the complaint procedure, damaged for reasons attributable to the Purchaser, which had to be replaced to ensure proper functioning of the product or to verify the complaint.

F. Final provisions

1. These general terms and conditions are subject to Polish law, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980. Disputes which may arise from these general terms and conditions shall be settled by a Polish common court competent for the registered office of ABC Data.
2. If any provision of these general terms and conditions is deemed invalid or ineffective, the invalidity or ineffectiveness of such a provision shall not affect the validity or effectiveness of other provisions of the general terms and conditions. ABC Data shall make efforts to replace the invalid or ineffective provision with a new legally valid provision.
3. ABC Data shall have a right to unilaterally amend these general terms and conditions with a prior notice sent to the e-mail address indicated by the Purchaser as the contact address with ABC Data, providing a list of the introduced amendments. Amended terms and conditions shall come into force within the time indicated by ABC Data, not earlier than 14 days from the date of sending a notification. ABC Data may amend the general terms and conditions in particular in the case of a change in the commonly applicable provisions of law, change in the practice or interpretation by common courts or state authorities, change in the ABC Data's policy or sales strategy, as well as in the case of an extraordinary change in relations. The Purchaser shall have the right, within 14 days from receiving the notification, to make a representation on refusal to accept the amendments to the general terms and conditions. In such case, the cooperation between the parties shall terminate on the day preceding the day of the amended general terms and conditions coming into effect, as specified in the notification.
4. These general terms and conditions shall be effective from 1 June 2016.