

V. Express and implied warranty

1. Partnertele.com shall provide an express warranty for the goods it sells, which, depending on the markings on the goods, are imported, produced or distributed by Partnertele.com. The express warranty shall be applicable only in Poland. The express warranty shall be provided only to the Buyer that has concluded a sale contract with Partnertele.com, and it shall not be transferred to other entities, including subsequent buyers of the items.

2. In accordance with Article 558 section 1 of the Civil Code, Partnertele.com shall not bear liability under the implied warranty.

3. Upon receipt of the package with the ordered goods, the Buyer shall check its contents in the presence of the courier. Upon discovering any defects or damage, in particular:

- mechanical damage of package contents,
- incompleteness of the package,
- inconsistency of package contents with the order (proof of purchase),
- damaged or broken seals,

the Buyer shall take action to determine the responsibility of the carrier, including the preparation of a damage report upon the inspection of the damaged goods in the presence of the courier. The damage report shall be the only basis for defect claims related to the shipment of the goods.

The Buyer shall promptly (within 3 days from the date of package delivery) notify Partnertele.com at braki@partnertele.com about the situation.

If any of the above requirements are not met, the related rights of the Buyer shall become null and void.

4. The Buyer shall examine the items in accordance with the standard practice and report, as indicated below in paragraphs 6 and 7, the discovered defects or the absence or damage (breaking) of the original seals within 7 calendar days from the receipt of the items. Otherwise, the related rights of the Buyers shall become null and void.

5. The Buyer shall be entitled to the warranty based on the proof of purchase (receipt or VAT invoice).

6. If the Buyer finds that the delivered goods have defects, the Buyer shall promptly report this fact to Partnertele.com, within 7 calendar days from the discovery of the defect. The notice shall be sent by e-mail to: reklamacje@partnertele.com. Failure to send the notice within the prescribed period or sending the notice using a method other than stipulated herein shall void the Buyer's rights.

7. Upon discovery of a defect, the Buyer shall fill out the form downloaded from the "Complaints" tab at www.partnertele.com and deliver it with the unused goods and proof of purchase (receipt or VAT invoice), at its own expense, to the address of Partnertele.com: Partner Tele.com Sp. z o. o. Sp. k., ul. Siwka 27, Kraków 31-588.

In case of complaints concerning more than one item of goods, the Buyer shall enclose a list of all of the claimed goods, indicating their quantity. All inconsistencies between the returned goods and their list shall be attributable to the Buyer. When the Buyer sends the claimed

goods back, it shall correctly pack the goods and protect them against damage. Partner Tele.com shall not bear liability for damage done during transport due to incorrect packaging and protection of the goods by the Buyer.

8. If the complaint is admitted by Partner Tele.com, the claimed goods shall be replaced with defect-free goods. If the goods cannot be replaced, or if Partner Tele.com would suffer excessive costs due to the replacement, Partner Tele.com, at its own discretion, shall repair the item or terminate the contract, reimbursing the cost of the goods to the Buyer.

Partner Tele.com may use new or regenerated products for repair or replacement.

9. The complaint shall be considered by Partner Tele.com within 14 business days from its successful delivery. The date of complaint delivery shall be the date of receipt of the complaint by Partner Tele.com. The phrase "successful complaint delivery" shall mean the delivery of the complaint in accordance with all requirements specified herein. In particular, this refers to the correct filling-out of the complaint form. If the complaint is not successfully delivered, the time of processing of the complaint form may be extended.

10. The Buyer shall be entitled to the express warranty for the period indicated in the table in appendix No. 1, unless Partner Tele.com is notified about the occurrence of a defect before the expiry of the express warranty period.

11. The express warranty shall not cover the following:

- mechanical damage of the product;
- damage occurring during transport;
- damage attributable to the user;
- defects due to incorrect use of the product, contrary to its intended use or to the user manual;
- attempts of repair or modification carried out by the Buyer itself or by an unauthorised repair provider;
- goods with removed or erased seals (e.g., spare parts);
- product wear resulting from normal use.

12. If the Buyer sends the goods that are not covered by the warranty in accordance with the provisions hereof, the goods shall be sent back to the Buyer at the Buyer's expense.

13. If PartnerTele.com replaces or repairs the goods, the warranty for the sold goods shall not be extended or renewed.

14. Partner Tele.com shall not be liable for damage caused by circumstances attributable to the Buyer or for deliberate damage. To this extent, Partner Tele.com shall only be liable for the losses that the aggrieved Party has actually suffered.

Appendix No. 1

ITEMS PURCHASED FROM PARTNERTELE.COM ARE COVERED BY THE FOLLOWING WARRANTY

- memory cards, USB flash drives, disks – 24 months

- mains chargers – 12 months

- car chargers – 12 months

- Blue Star, Forcell batteries – 12 months

- power banks – 12 months

- cases and holsters – 12 months

- Blue Star Premium holders – 12 months

- displays – 6 months

- service tools – 6 months

- universal holders – 6 months

- USB cables – 6 months

- headsets, bluetooth – 6 months

- flex cables and other service items – 3 months

- multimedia speakers – 3 months

- original accessories (bulk) – 3 months
- original accessories (blister) – manufacturer's warranty
- other items – 3 months