HARDWARIO STORE

Claims for Defective Goods

How to make a claim for defective goods bought from HARDWARIO: where to send it, what to include and how long it takes. The statutory rights from defective performance and the 36-month guarantee on HARDWARIO products are set out in the Terms of Sale HLN.261008.01 (Articles 12 and 15).

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Where to send a claim

E-mail	ask@hardwario.com
Address for sending or handing over goods	HARDWARIO a.s., U Jezu 525/4, 460 01 Liberec, Czech Republic

You can send a claim by e-mail or by letter. In some cases the goods have to be handed over physically for the claim to be settled properly (Clause 12.11 of the Terms of Sale); you can send or hand over the goods at the address above.

What to include

- your name or company name and contact details (e-mail, telephone),
- the order or invoice number and the date of purchase,
- the product name and its serial number (SN; for devices with cellular connectivity also the IMSI),
- a description of the defect: what exactly does not work and under which circumstances,
- the remedy you request,
- for a HARDWARIO product, whether you claim under the statutory rights or under the guarantee.

You may use the claim form at the end of this document, but it is not obligatory.

Consumers

If you buy outside your business activity, Article 12 of the Terms of Sale applies. In short:

- You can claim defects that appear within two years of receiving the goods; if a defect appears within the first year, the goods are presumed to have been defective on receipt.
- You can request delivery of new goods free of defects or a repair; under the conditions of Clause 12.5, a reasonable discount or withdrawal from the contract.
- We confirm your claim when you make it, or, if you send it by e-mail or letter, without undue delay after we receive it; the confirmation comes by e-mail and states how long we expect it to take.

- We settle the claim without undue delay and no later than 30 days from its receipt, unless we agree on a longer period.
- If the claim is justified, we reimburse the costs you reasonably incurred and can document (for example, shipping).
- We handle a claim under the guarantee for HARDWARIO products in the same way, and we pay the shipping both ways (a prepaid shipping label or reimbursement of the justified cost).

If you are not satisfied with how your claim was settled, you can turn to the Czech Trade Inspection Authority (Česká obchodní inspekce), which is competent for the out-of-court resolution of consumer disputes (https://www.coi.cz).

Businesses

If you buy as part of your business activity, Clauses 4.4 to 4.8 of the Terms of Sale apply, and for HARDWARIO hardware the guarantee of Article 15 with the procedure of the Warranty Terms HLN.261009.06. In short:

- Inspect the goods within 10 business days of receipt; notify any shortage, visible damage or other apparent defect in writing within that period.
- HARDWARIO hardware carries a 36-month guarantee from delivery (Article 15 of the Terms of Sale). Report a defect to ask@hardwario.com with the serial number (HSN); we give you an RMA number for the return.
- For a guarantee claim on HARDWARIO hardware we pay the shipping both ways: we send a prepaid shipping label or reimburse the justified cost, and return the repaired or replacement unit at our cost. Other defective goods you send at your own cost and risk to our registered office.
- Goods of other manufacturers carry their manufacturer's warranty; we help you claim it.

Statutory rights and the guarantee

	STATUTORY RIGHTS FROM DEFECTS	GUARANTEE FOR HARDWARIO PRODUCTS
Goods	all goods	devices, modules and accessories made by HARDWARIO; not batteries and other consumables
Period	2 years from receipt	36 months from receipt; at least 3 months for a repaired or replacement product
For whom	consumers (businesses: Clauses 4.4 to 4.8)	every buyer
Remedy	new goods or repair; under Clause 12.5 a discount or withdrawal from the contract	free repair or replacement; a refund of the price if neither is possible
Rules	Article 12 of the Terms of Sale	Article 15 of the Terms of Sale

In the first two years, a consumer chooses whether to claim a defect under the statutory rights or under the guarantee; the statutory rights are free of charge and the guarantee does not affect them. After two years, a defect in a HARDWARIO product is claimed under the guarantee. The guarantee does not cover normal wear, or a defect caused by use contrary to the documentation, by incorrect installation, storage or handling, by mechanical damage, or by repair or modification by anyone other than HARDWARIO.

Claim form

Complete and send to ask@hardwario.com, or enclose with the shipment of the goods.

CUSTOMER

Customer (name or company) _____

Contact person _____

E-mail and telephone _____

Address _____

_____

GOODS CLAIMED

Product name _____

Serial number (SN, IMSI) _____

Order or invoice number _____

Date of purchase _____

Description of the defect _____

_____

_____

Requested remedy _____

Statutory rights or guarantee _____

COMPLETED BY HARDWARIO

Claim number _____

Date the claim was received _____

Handled by _____

HARDWARIO's statement _____

_____

Date the claim was settled _____