

CONDITIONS AND PROCEDURES FOR COMPLAINTS AND WARRANTY CLAIMS

Warranty applies when a purchased product shows a technical fault, despite standard use.

1 PLEASE NOTE

1.1 B2B / B2C

Definitions:

B2C (Business-to-Consumer)

The term B2C is understood to mean the distribution of products and services from business to consumer.

B2B (Business-to-Business)

The term B2B is understood to mean the distribution of products from business to business.

Explanation:

In B2C sales the legislator obligates the distributor to grant a liability for defects on his goods and services by a warranty, regardless of the voluntary manufacturer's warranty.

In B2B sales there is no such obligation, with which the liability for defects is being ruled out. Therefore, any form of exchange or credit is based on an absolutely voluntary gesture of good will.

1.2 Direct Returns

1.2.1 With the manufacturer

With direct returns settlement you can save yourself and your client time and money. The end customer must return the defective device directly to the manufacturer or alternatively send it to an authorised contract workshop. Forwardings to the manufacturer through us may take several months under certain circumstances. Status requests via e-mail cannot be answered since the distributors do not provide detailed information on the status of the delivery.

From our experience direct liquidation between consumer and manufacturer is substantially faster.

1.2.2 With the forwarder

Damaged packages: In case of obvious damage, please refuse to accept the delivery with regard to the damage. Should you notice damaged goods or shortfalls in quantities, make sure to keep the outer packaging. Check the goods precisely. Leave the package in this state and inform the responsible forwarder immediately. (UPS / GLS / DHL).

1.3 Repairs and replacement of spare parts on mobile devices may exclusively be performed with the tools and measurement devices determined by the manufacturer. It is preconditioned that the latest software version is installed on the mobile device.

1.4 Please note that products, which have been delivered as bundle, can only be taken back when all components have been returned.

1.5 In case of non-acceptance of our delivery, any costs incurred by this will have to be borne by you.

1.6 D.O.A. warranty is strictly valid for non-used repair parts. That means that the claim must be made within the given time limit immediately after discovery of the malfunction. If there are any indications that the spare parts have been used after they were built-in any warranty claim will be strictly declined.

2 THERE IS NO WARRANTY WITH

1.1 Cut through / demolished cables, worn away cases

1.2 Heavily worn out, used or damaged products / accessories

1.3 Water damages, repair and opening traces

1.4 Clearly visible mechanical damages due to external forces / improper handling

3 WARRANTY CONDITIONS

Returns of defective goods have to fulfil the following conditions:

- the article is complete (including all components)
- the product is within the warranty period
- the end customer invoice is enclosed
- the goods have to be confirmed in the RMA-notification
- the articles have to be obtained by mobileplus GmbH

4 COMPLAINT PROCEDURE

- 4.1 Please register returns with a detailed error description on our homepage and wait for our response. Complaint reasons like "without function", "defect" or similarly briefly described reasons are not acceptable error descriptions. After consideration and possibly approval through our complaints department, the RMA-number is valid for 4 weeks and has to be visibly noted on the package, or the RMA-receipt has to be attached to the package. Returns without an RMA-number cannot be taken into consideration. Please do not claim ordinary defects individually, but collect several complaints before you apply for an RMA-number (please mind the respective warranty periods).
- 4.2 After checking the received complaint request, our complaint department will, with reservation, decide whether the respective articles will be exchanged or a refund will be granted.
- 4.3 Please mind the comments (administration comments) on the RMA-receipt. Declined article are barred from being returned. Details can be gathered from the afore-mentioned comment field.
- 4.4 Returns generally have to be sent carriage free, since acceptance of returns is a service feature from or side. Returns that were sent carriage forward will be sent back to you on your expense.
- 4.5 Furthermore, we will endeavour to ensure that defect articles which were purchased from us will be replaced. However, if the product is out of stock we will issue a credit note in the amount of the purchase price or respectively the market price (current single piece price).

5 INFORMATION ON EXCHANGE UNDER WARRANTY AFTER COMPLAINT RECEIPT

- 5.1 The following procedure takes place after processing of complaints:
Exchange articles, or articles which are being sent back to exonerate us from liability will be sent to you with your next order.
Depending on shipping terms, credit notes for cash on delivery clients will be settled with the in terms of value next possible order. For direct debiting clients with deposited bank data, the bank transfer will take place with the next accounting process. As an invoice customer, please deduct the corresponding amount when settling your next invoice.
- 5.2 In case we forward your complaint to the manufacturer for warranty, you will be informed as fast as possible if the respective article will be repaired, exchanged, credited, or if no error has been detected.
Unfortunately, status requests cannot be answered because the only information we get from the manufacturer is that the article is still in process.
Forwardings through the manufacturer may possibly take months since some manufacturers tend to take their time with complaints. We ask for your understanding and assure you that we are doing our utmost to avoid long waiting times for you. Therefore, we recommend direct returns (see recital 1.2.1).

6 HOW TO MAKE AN RMA / FIVE STEPS TO RMA

- 6.1 Log in with your username and password on our homepage (www.mobileplus.de).
- 6.2 Under "[My mobileplus](#)" you can find the button "[returns](#)".
- 6.3 Under "[Add new position](#)" please choose invoice number, product and the amount of all products to be reclaimed. Enter an as detailed as possible defect description and press "[go](#)".
If you want to reclaim further products you can now enter additional products in the same manner under "[Add new position](#)".
- 6.4 Finally, you press "[send](#)" to transmit your request to mobileplus.
- 6.5 Upon receipt of the RMA-request it will promptly be reviewed and further processed. We will then send the preliminary RMA-receipt (PDF-format) to your e-mail address registered with us. From this form you can gather whether your RMA-request for the respective product was accepted or declined.

To this effect, please always note the administration comment which contains important information.