



# **Synetech Hardware Warranty Terms and Conditions**

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# 1. General provision applicable to hardware

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## 1.1 Synetech hardware warranty overview

Synetech offers two types of warranties: Synetech Care and Synetech Care+. The warranties are for products purchased from Synetech, a wholesaler or a certified and authorized distributor.

## 1.2 Synetech Care Warranty

The Synetech Care warranty is obtained automatically and free of charge for the purchase of Synetech products. All hardware products have the same service level and warranty period. You will find all the latest information on the service levels and warranty periods applicable to the Synetech Care warranty at the following link:

<https://www.synetechworld.com/en/soporte/garantia>

The warranty period for all Synetech products starts automatically on the date of activation of the Synetech product.

## 1.3 Synetech Care+ Warranty

This is Synetech extended warranty. It can be purchased through Synetech at the following link: <https://synetechworld.com/en/soporte/garantia/synetech-care-plus> or through a Synetech authorized and certified wholesaler or distributor. All hardware products have the same level of service and warranty period. You will find all the latest information on Synetech Care+ service levels and warranty periods at the following link:

<https://www.synetechworld.com/en/soporte/garantia>

The Synetech Care+ warranty will take effect on the day of purchase of the extension. It must be purchased within 30 days of installation and configuration, otherwise the upgrades will not apply and will revert to the Synetech Care+ warranty.

You can check the countries where each warranty applies at the following link:

<https://synetechworld.com/en/soporte/garantia/paises>

The information found in the referenced links is part of the terms and conditions of Synetech's hardware warranty.

## 2. Warranty Service Levels

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Synetech offers three warranty levels: Return for Repair (RFR), Advanced Replacement Coverage (ARC), and On-Site Support (OSS). The scope of each service level depends on the warranty obtained (Synetech Care or Synetech Care+). For all service levels, the customer is responsible for contacting Synetech when an incident occurs. Synetech technical support will perform a diagnosis with the customer's cooperation.

For more detailed information about Synetech technical support and warranty, please visit our website by accessing the following link: <https://synetechworld.com/en/soporte/garantia>

You can select a language to receive extended information in other languages.

### 2.1 Return for Repair (RFR)

1. Once Synetech's technical support team diagnoses a product as defective, Synetech may instruct the customer to uninstall the product, properly pack it with the box and safety supports originally provided, and ship it at the customer's expense for repair or replacement.
2. The delivery and tracking of the defective product to Synetech is the responsibility of the customer. It is recommended to hire a suitable and authorized transport service with a tracking platform.
3. After correctly receiving and inspecting the product, Synetech reserves the right to repair or replace it at its discretion. The replacement product will be shipped to the customer at Synetech's expense. The installation and uninstallation of the product will be the customer's responsibility.
4. The products first provided as replacements under the warranty conditions will receive the remaining warranty period available for the replaced product, starting from the date of shipment of the replacement product from Synetech.

## 2.2 Advanced Replacement Coverage (ARC)

1. Once Synetech's technical support team diagnoses a product as defective, Synetech reserves the right to send the replacement product, at its discretion and at Synetech's expense, before the customer delivers the defective product. Synetech will instruct the customer on how to return the defective product using the original packaging and the return label provided with the replacement product. The customer must uninstall, pack, and ship the replaced product within 15 days of receiving the replacement product. The costs of installation and uninstallation of the product are the customer's responsibility.
2. If Synetech does not receive the defective product within 15 days of receiving the replacement product, Synetech reserves the right to invoice the product price, shipping costs, and any additional costs incurred for delivering the product and part. The customer agrees to pay the invoice in full. The product price will be determined by Synetech, according to the value of the product or similar items in the market.
3. The products first provided as replacements under the warranty conditions will receive the remaining warranty period available for the replaced product, starting from the date of shipment of the replacement product from Synetech.
4. If a replacement product, sent in advance to the customer, is used as part of another product, defective or not, that is not the originally reported defective product, the replacement product will not be covered under warranty, and the remaining warranty period available for the original product will not apply.

## 2.3 On-Site Support (OSS)

1. Once Synetech's technical support team diagnoses a product as defective, Synetech reserves the right to make the necessary arrangements with an authorized service provider to visit the customer's site at Synetech's expense. Synetech may send a replacement product for the service provider to perform the necessary tests at the customer's premises. The care and condition of the replacement product sent by Synetech are the responsibility of the customer.
2. The authorized service provider is responsible for uninstalling the defective product, installing the replacement product, and ensuring its proper functioning before leaving the customer's premises.
3. The authorized service provider is responsible for properly packing the defective product for shipment to Synetech at Synetech's expense.
4. If, upon arriving at the customer's premises, the authorized service provider is instructed to repair a product with information different from that initially indicated (e.g., serial number or product type), the service provider reserves the right to invoice

the customer for the travel costs and parts provided in the initial claim, as well as any additional costs incurred. The customer agrees to pay the invoice in full.

5. The products first provided as replacements under the warranty conditions will receive the remaining warranty period available for the replaced product, starting from the date of shipment of the replacement product from Synetech.
6. Any problem that may affect the proper repair of the product under warranty, and not specified in these terms and conditions, will be examined and determined by the authorized service provider during the on-site assistance. The service provider reserves the right to decide whether they can perform the installation and configuration without risks and ensuring their safety.
7. To repair the product under proper working conditions, the site must be easily accessible. This includes:
  - a) Synetech may require the customer's assistance to move the defective product within the customer's premises. Whenever possible, the customer must provide assistance.
  - b) If the defective product is anchored to a wall, the product's bottom frame must not be more than 1.4 meters above the ground.
  - c) The product must be fully accessible, without any obstruction preventing access.
  - d) If the product is located on a floor other than the ground floor, the customer's premises must have an elevator that can accommodate the packaged replacement product.
  - e) If the product is installed on a third-party stand or product, it must be accessible without requiring special equipment.
  - f) If these requirements are not met, Synetech reserves the right not to provide any service included in this warranty.

## 2.4 Installation

Synetech recommends that all products be installed by an authorized and competent installer. Damage caused by an installation that does not meet the established requirements will be excluded from the warranty (See Section 3: Warranty Exclusions). Synetech will not be responsible for material or personal damages caused by improper, defective, or non-compliant installations.

## 2.5 Logistics

1. The customer is responsible for ensuring that none of the replacement products have visible physical damage at the time of delivery. Any visible damage must be reported to Synetech within a maximum of 7 days after receiving the product.
2. Synetech deliveries are made outside, at a point close to the customer's premises. For transfer inside the premises, the customer must ensure that there is sufficient labor. The carrier will not be responsible for moving the goods inside the premises.
3. Synetech product pickups must be done from the ground floor of the customer's premises.
4. In countries where goods are not accepted on a prepaid basis, Synetech will deliver the product to the nearest destination airport or port. It is the customer's responsibility to accept the product delivery and cover any customs and advanced logistics fees. Synetech will not accept charges for additional fees and expenses.

### 3. Warranty Exclusions

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Synetech does not offer warranty coverage in the following circumstances:

1. Products not purchased through Synetech or an authorized channel partner.
2. Products that have been modified or used as components of other Synetech products or products from other manufacturers.
3. Products used without following the instructions provided by Synetech.
4. Products damaged by deliberate or accidental actions, regardless of cause. This includes: misuse; abuse; loss or damage caused by fire, natural disasters, war, or other acts of violence; transportation of the product; products in transit; power outages or fluctuations in the power supply; extreme weather conditions; extreme physical or electrical stresses or interference; improper installation or repair by a third-party installer or provider; deliberate degradation of products by engraving or writing, such as: postal code, name, or any other identifier of the product; errors caused by improper removal, replacement, and installation of the product.
5. Products damaged, deliberately or accidentally, by a cleaning regime that does not follow the cleaning and maintenance instructions provided by Synetech.
6. Components such as mounts or accessories included in the box that are used for the proper mounting of a product under warranty.
7. Consumable components such as batteries, fuses, connectors, cables, power supplies, and pen tips.
8. Products damaged by their use in third-party products or applications.
9. Standard components within the product. If the error or failure occurs outside the international standards related to that component.
10. Products where the serial number is illegible, i.e., it has been removed or appears disfigured, as this complicates warranty and ownership identification.
11. Maintenance or repair of the product by personnel not authorized by Synetech.

#### Misrepresentation of Warranty Terms

Synetech will not be held responsible in cases where an authorized channel partner has misrepresented the warranty terms or service levels provided by Synetech. The customer is



responsible for understanding Synetech's warranty terms and conditions, applicable to the different models and warranty service levels, prior to obtaining the product. Synetech reserves the right to decline any warranty claim or service levels offered independently by its authorized partners or other resellers.

The following errors or failures are excluded from the warranty:

1. Product installation or setup, including connection to a WLAN or LAN network.
2. Third-party hardware or software.
3. Third-party external wiring.
4. Services not previously authorized by Synetech.

## 4. Additional Information

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1. The replacement product will be the same or a later version of the original product but not necessarily new. They may be repaired products, but in proper working condition.
2. Synetech reserves the right to charge for services rendered in response to a claim that violates these terms and conditions. The customer will be notified of the additional charge at the time the service is reserved or ordered. If Synetech later determines that a claim has been processed that violated these terms and conditions, including the absence of error or failure, Synetech reserves the right to bill the customer for the parts, products, and expenses incurred in processing the claim. In addition to Synetech's legal remedies, failure to pay the invoice may result in Synetech refusing future claims until full payment is made by the customer.
3. Synetech reserves the right to request photographic evidence of the defective product and the site where the product is located before initiating service.
4. Damaged on Arrival (DOA)
  - a) A product is considered damaged on arrival if it shows an error or failure upon first use within the first 10 days following installation or setup and within 60 days of purchase. If the product is identified as defective after diagnosis by the customer and Synetech's technical support team, Synetech will proceed to replace the defective product according to the conditions established in Section 2.2 Advanced Replacement Coverage (ARC).
  - b) If the first error or failure of the product occurs after 60 days of purchase, the customer will be entitled to warranty assistance for the purchased Synetech product according to these Synetech Care warranty terms and conditions.
  - c) The customer is responsible for organizing the reinstallation of the replacement product and assuming any expenses that may be incurred.
  - d) In the event of a dispute, these Synetech product warranty terms and conditions will apply where the product has been installed or configured, regardless of where or which Synetech authorized channel partner it was purchased from.
5. Products purchased during a promotional activity, at Synetech's discretion, will automatically receive the Synetech Care warranty, applicable to the country of destination and from the date of the Synetech product shipment.
6. The customer is responsible for:

- a) Providing complete and accurate details of any potential errors or failures of the product to the Synetech technical support team and cooperating in the diagnostic process. If the customer does not follow Synetech technical support's instructions during the diagnostic process, Synetech reserves the right to bill the customer for travel expenses and parts initially supplied, as well as additional expenses that Synetech may incur.
  - b) Removing personal data from the defective product, as Synetech is not responsible for restoring or protecting personal data.
  - c) Removing peripherals and hardware not from Synetech (USB sticks, PC cards, and OPS ports).
7. Products sold by authorized channel partners not specifically indicated in the list of countries, but which a customer or third party considers part of a listed territory, will only receive the Return for Repair (RFR) service level.

## 5. Legal Terms

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Except as provided in these warranty terms and conditions, and to the maximum extent permitted by law, Synetech specifically disclaims all express or implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose, as well as warranties against hidden or latent defects.

To the extent that Synetech cannot lawfully disclaim or exclude implied warranties under applicable law, any claims under such implied warranties will terminate along with the expiration of the applicable warranty term.

This warranty grants the user specific legal rights; they may have other rights that vary according to the legislation of each country, province, or state. These limited warranties will be governed and interpreted under Spanish law and by the courts and tribunals of Madrid.

### 5.1 Contract

This document and any other referenced documents establish the entire agreement relating to Synetech's warranty terms and conditions and replace all previous agreements, arrangements, or representations regarding the product, including representations in Synetech's sales or advice received from Synetech or any Synetech reseller, business partner, or distributor. No Synetech reseller, business partner, or distributor is authorized to make or agree to any modification, extension, addition, or variation to these warranty terms and conditions, or to offer other remedies (including, but not limited to, offering a refund) on behalf of Synetech.

No modification to these warranty terms and conditions can be made unless it is done in writing by a Synetech executive.

### 5.2 Validity

If a competent court of jurisdiction rules, for any reason, that any provision of these Synetech warranty terms and conditions is void, illegal, or unenforceable, such provision shall be separated without effect for the remaining provisions.

If any provision of these warranty terms and conditions, which is fundamental to achieving the purpose of this warranty, is deemed invalid to some extent, the customer and Synetech will immediately initiate good-faith discussions to correct such invalidation.

### 5.3 Limitation of Liability

To the maximum extent permitted by law, Synetech will not be liable for any direct, indirect, special, incidental, or consequential loss or damage resulting from the breach of any warranty, condition, or term by Synetech, whether contractual (including negligence), extra-contractual,

equitable, or any other legal theory, including, but not limited to, any loss or damage to data, loss of business, loss of business opportunities, or loss of reputation.

The above limitations will not apply to claims for death or personal injury, nor to any legal liability for intentional acts or gross negligence, by action or omission, or for any other type of loss or damage for which there is legally no limitation or exclusion of liability.

Unless required by applicable law, Synetech's total liability under or in connection with these terms and conditions, or any warranty claim, will be limited, in the case of any extended warranty, to the reimbursement of the costs paid by the customer for any enhanced warranty, and otherwise will be limited to [€130 (one hundred thirty Euros)]