

"PROTECT PLUS" WARRANTY EXTENSION AGREEMENT

OBLIGATIONS OF THE PARTIES AND DURATION OF THE WARRANTY AGREEMENT

1. The company shall undertake, during the period of validity of the present agreement, as to continue providing for another 3 (three) years warranty on the device after the expiration of the warranty provided by the manufacturer, which shall be valid immediately after the expiration of the warranty specified by the manufacturer.
2. This warranty, with the following exceptions being excluded, shall cover the full coverage by the company of the cost of repair, restoration as well as any administrative costs and work that are necessary for the operation of the device. This warranty extension shall apply only to purchases made in Cyprus.
3. The company shall be obliged under this agreement, with the following exceptions being excluded, as within the time of the provided warranty to perform all the appropriate repair actions of the device without limitation either until the expiration of the warranty or until the purchase cost being fully paid, whichever comes first.
4. In case of total failure or in case the cost of repair and or repairs exceeds the value of the device, based on the following devaluation table, the coverage provided by the company shall be equal to the devaluated value of the device, as per below.

Time Period from the Date of Device Purchase	Coverage Rate by the company
0 - 24 months	100%
24+ - 36 months	80%
36+ - 48 months	60%
48+ - 60 months	40%

5. For a warranty extension by the company, the client must cover its costs by signing the present. Such amount must be paid in a lump sum upon purchase of the product. Otherwise, the warranty extension shall not apply and any costs for restoration and / or replacement of the product shall be borne exclusively by the client.

6. In case the client wishes to terminate this agreement, he/she is given the right of withdrawal, which must be exercised within 30 days from the date of signing and present at the store from which the device was purchased, both this agreement and the invoice relating to the device, provided that no work on the device has been performed under this Agreement. Taking into account the above, in case the withdrawal is approved, then the company shall be obliged to return the total amount paid herein under.
7. In order to entail the client's right to cover any damage to the device under the terms hereof, in addition to the payment of the above amount (see paragraph 5), he/she must present at the store from which the device was purchased the following:
 - (a) the device,
 - (b) the device-related invoice, which should not be altered to the extent that the device purchase details, the details of the client and the serial number of the device cannot be distinguished.
 - (c) this Agreement

EXCEPTIONS FROM WARRANTY EXTENSION

8. From this agreement the following cases do not entail the client's right to give a guarantee within the specified laps of time and should the company face 1 (one) or more of the following cases shall not be obliged to compensate the client and / or perform any repair and / or restore the device. The exceptions are stated below:
 - (a) defects, scratches or damage or malfunctions which do not affect the utility or operation of the device or which are not the result of accidental damage covered;
 - (b) events for which due diligence has not been given in order to avoid or reduce the extent of the claim or damage that will be required by this contract. Due diligence is defined as the proper performance of all the due diligence and precautionary measures required by the proper due diligence of a person who under the same or similar circumstances would protect a product from any resulting damage.
 - (c) claims as a consequence of loss of use of the device or as a consequence of theft or attempted theft.
 - (d) repairs carried out by non-authorized representatives of the company and without its approval.
 - (e) any costs where no damage or malfunction can be detected on the device.
 - (f) any damage or malfunction which does not affect the normal operation of the device, or which was not covered by the manufacturer's original warranty or which could not be attributed to a manufacturing or design error or an error in the assembly of the device;
 - (g) any device recalled by the manufacturer, importer or distributor for declared or common defects.
 - (h) any loss or damage as a result of viruses, loss of data or information, accessories, external storage disks, post-sale installations, conversions and improvements, components of any kind of controls or other external controls, components, external parts or other additional parts unless included in the original packaging with the device and covered by the manufacturer's warranty until expiration.
 - (i) any damage resulting from failure to comply with the manufacturer's operating and installation instructions or any other improper installation or repair attempt;
 - (j) any damage resulting from programming, adjusting, repairing, remodelling, modifying or fixing the device;
 - (k) any damage which does not reduce the operation of the device (scratches, dents, deformations, varnishes, decorative elements, etc.) or which is caused by friction, scratches or which requires compensation for bangle, lid, casing defect as long as they do not reduce the normal usability of the device,
 - (l) any damage to separately purchased components for use on the insured device or accessories that have been purchased separately;
 - (m) any cost of disposing of the damaged device;
 - (n) any consequence of the commercial use of the device;
 - (o) when it is covered by another insurance policy or guarantee or is the responsibility of the manufacturer or a third party
 - (p) when it only requires replacement or restoration (such as light bulbs, batteries, etc.);
 - (q) when problem resulted from experiments, voluntary or intentional overload, misuse, non-compliance with maintenance instructions, any use that is different or contrary to the manufacturer's recommendations;
 - (r) when problem occurred from the use of accessories or spare parts not approved by the manufacturer;
 - (s) wear due to oxidation, corrosion or any form of gradual deterioration;
 - (t) when problem happened or occurred during or as a result of operating, repairing or cleaning the insured device by any third party other than those authorized or approved by the manufacturer or distributor;
 - (u) resulted from detention, seizure and any act or decision of destruction by authorities including the customs authorities;
 - (v) resulted from an external cause (such as voltage change, loss of battery fluid, leakage of any liquid from other products mounted on the insured device, etc.) or blockage of any moving or rotating part;
 - (w) resulted by natural disasters, force majeure, fire, lightning, explosion, storm, flood, radiation or any event associated with a change in the state of the atomic nucleus;
 - (x) resulted from war, invasion, hostile acts of foreigners, hostilities (with or without declaration of war), insurrection, strike, unrest, civil war, uprising, revolution, social unrest, occupation or military or usurped power;
 - (y) devices whose S / N serial number & product code has been removed, damaged, considered defective or illegible
 - (z) damages due to small or large changes on the supply voltage such as e.g. occasional dips or interruptions of the voltage due to natural phenomena, third party interventions and other unforeseen external causes.

9. It is understood that any repairs shall be made exclusively by authorized representatives of the company in Cyprus and should the client wishes to receive the device from his/her store, following prior written consultation with the company, the provisions of paragraph 7 above shall be applicable. The company shall be obliged to take all appropriate actions to repair and / or restore any damage of the device.

10. This agreement applies only to the device purchased by the client and if the device is transferred to another person, this agreement is not transferable nor is it transferable to cover any other device or devices.

11. In the event that the client has concealed any essential information, or has he/she made a false or misleading statement from the date of purchase of the device and throughout the coverage, then the company is entitled to terminate this agreement and claim all expenses suffered from the client.

PERSONAL DATA

12. ALPAN ELECTROLINE LTD, as The Competent Authority of Data Processing, complies with the General Data Protection Regulation (EU Regulation 2016/679) and the Protection of Natural Persons Law against the Processing of Personal Data and the Free Movement of such Data (Law 125 (I) / 2018), and therefore the data provided in this agreement shall be used for the purpose they have been provided, such as the extension of the guarantee for the purchase of devices.

13. The company collects and processes and keeps personal data by the competent persons at its service and provides a safe deposit guarantee for complete confidentiality.

14. The personal data is provided by the client to the company through its authorized representatives with their consent and the necessary information is retained for the processing of the respective transactions.

15. The company is committed as not to reveal, disclose and / or make public to anyone, any of the information provided by the client to the company, as well as any transactions, except in cases where the client has given his/her approval or in the event of a relevant Court decree or decision of any public authority.

16. You reserve the rights as they arise from the GDPR provisions e.g. to access, correct and delete your data and / or restrict specific processing. If you would like to learn more about the practices used by ALPAN ELECTROLINE LTD for the processing of personal data, these can be found in the ALPAN ELECTROLINE LTD Privacy Policy at the following link: www.electroline.com.cy/privacy-policy/ or to contact the Data Protection Officer of ALPAN ELECTROLINE LTD at dpo@alpangroup.com.cy.

17. This agreement may be amended following a written and duly signed consensus between both parties and the amended agreement shall form an integral part of the present and the other terms shall remain the same.

18. In case the client has another agreement in force to cover damage of the device, the company shall be liable to such an extent that is not covered by this agreement, pursuant to its terms and conditions.

19. All the terms of the present agreement are substantially important and infringing them shall entail the right to the non-guilty part to file a complaint and terminate the present agreement and in case of financial or other damage, the non-guilty part shall have the right to claim from the guilty part to have the damage restored.

20. This agreement is governed by the Law of the Republic of Cyprus and any dispute that may arise from it shall fall under the jurisdiction of the courts of Cyprus.

The Company
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The Client