

**TERMS AND CONDITIONS OF WARRANTY  
AND AFTER-SALES SERVICE 2021  
Version dated 07/12/2020**

**1. Entry into force and scope of application**

- 1.1. These general terms and conditions of warranty and after-sales service are intended to define the terms and conditions of the commercial warranty granted by CROSSCALL as well as those of the after-sales service that will be provided to end-users-consumers ('**Customer(s)**'), for Crosscall brand products, ('**Products**'), sold either directly via the CROSSCALL website ([www.crosscall.com](http://www.crosscall.com)), or by a buyer-retailer, regardless of any conditions and/or clauses that may appear on the buyer-retailer's documents for the Products (the '**Retailer**').
- 1.2. These general terms and conditions of warranty and after-sales service enter into force from 1<sup>st</sup> January 2021 and are, therefore, applicable to any sale of eligible Products made on or after that date.
- The general terms and conditions of after-sales service valid until 31/12/2020 are available by clicking [here](#).
- 1.3. These terms and conditions are those of CROSSCALL, a simplified joint stock company with capital of €398,301, whose registered office is at 245, Rue Paul Langevin - 13290 Aix-en-Provence, registered with the Aix en Provence Trade and Companies Register under number 518706890.
- 1.4. After-sales service to Customers will be provided by CROSSCALL or one of its authorised repairers, notwithstanding the fact that certain legal warranties may be applicable to the Retailer depending on the countries in which the Products are sold to the aforesaid Customers.
- However, the Retailer undertakes to inform or ensure that Customers are informed of the precise after-sales service terms and conditions for the Products covered by these general terms and conditions, which it warrants to CROSSCALL.
- 1.5. These terms and conditions, as well as the commercial warranty, apply exclusively to Products sold in the countries listed in the after-sales service request form available by clicking <https://crosscall.com/sav/>.<sup>1</sup>

**2. CROSSCALL commercial warranty.** The Products are warranted against defects in design and workmanship under the following conditions. This warranty does not replace the legal warranties, as set forth in Article 6 hereinafter.

2.1. **Warranty period.** The duration of this commercial warranty is:

- (i) **Two (2) years for phones and accessories included in the box;**
- (ii) **Three (3) years for the Core M4 Go, Core M4 and Core X4 phones and the Core T4 tablet, as well as the accessories included in the box;**
- (iii) **Twelve (12) months for accessories** (except screen protectors, which are excluded from this warranty), whether they are included in the box with the telephone or sold separately (e.g. the : X- BIKE, X-DOCK, X-POWER, etc.);

**The period of this commercial warranty begins on the day of purchase of the Product.**

Without prejudice to the extension of the warranty for downtime of the Product provided for in Article L. 217-16 of the French Consumer Code, which is summarised below, the exchange or repair of a Product under warranty shall not extend the warranty period indicated above, nor shall it result in a new warranty on the Product.

In the event that the Product is serviced under warranty, any downtime period of at least seven (7) days

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<sup>1</sup> Exception for Reunion Island: these terms and conditions, as well the commercial warranty, only apply to Products purchased from partner resellers or retailers.

shall be added to the remaining period of the warranty. This period runs from the date of the Customer's request for servicing or the provision of the Product for repair, if this provision is made subsequent to the request for servicing.

- 2.2. **Repair or replacement.** If during the warranty period as defined above, the Product proves defective due to its design or workmanship or a part, CROSSCALL undertakes, as soon as the conditions for the application of its commercial warranty are met, to repair or replace it, without charging for labour and parts. CROSSCALL reserves the right to decide, depending on the cost involved, to either repair the Product or replace it with an identical or equivalent model.

In order to carry out repairs, CROSSCALL may use new, refurbished and similar parts or products. Parts that are removed or separated from the Product in order to be replaced become the property of CROSSCALL.

- 2.3. **Terms and conditions of implementation.** In addition to the time limits and warranty exclusions referred to in Article 2.5 hereinafter, the repair or replacement shall be carried out under the following conditions:

- the after-sales service form must be duly completed on the website [www.crosscall.com](http://www.crosscall.com), in the 'Assistance' - 'After-sales service' tab. An 'RMA' agreement number will be given to the Customer at the same time as the return authorisation and will accompany the Product, which is the subject of the after-sales service request and its follow-up. The request for intervention must specify, in detail, for each Product, the malfunction observed. This return authorisation does not, however, constitute final approval of the acceptance of the Product under this warranty.

**and**

- the following documents and items must be sent to CROSSCALL at the address given in the return authorisation:
  - a copy of the invoice or receipt, indicating the date of purchase, the type of Product, and the name of the Retailer;
  - the IMEI number of the telephone, which is composed of a series of digits called IMEI (mobile identification) that is unique to the telephone;
  - the telephone and accessories.

The Customer must first backup all personal information and data contained in the telephone. CROSSCALL may need to reset the telephone and cannot be held responsible for the loss of the Customer's personal data.

**These documents and information must be attached to the Product when it is sent or deposited for repair. CROSSCALL may refuse its warranty if the documents mentioned above are not presented, or if the information they contain is incomplete, illegible or inconsistent.**

The Customer must keep proof of having sent his or her after-sales service request, which may be requested in the event of a dispute.

- 2.4. **Costs.**

For Products under warranty, CROSSCALL is responsible for postage, packing, insurance, shipping and reshipment costs.

For out-of-warranty Products, the Customer is responsible for postage, packing, insurance, shipping and reshipment costs.

- 2.5. **Warranty exclusions.** The CROSSCALL commercial warranty is not applicable in the following cases:

- Installation or use of the Product in a manner that contravenes (i) current technical or safety standards or (ii) the instructions provided by CROSSCALL in the operating manuals or safety instructions;
- Opening of the Product, unauthorised disassembly, modifications or repairs carried out by the end user or by persons or service providers not approved by CROSSCALL and/or with spare parts not

approved by CROSSCALL;

- Modification of the software by the end user or by persons or service providers not approved by CROSSCALL,
- Serial number or rating plate, IMEI torn off, illegible, not available;
- Use of the Product with accessories, peripherals and other products whose type, condition and/or standards do not meet the requirements of CROSSCALL;
- Defects related to the fact that the Product has been used or connected to equipment or software not approved by CROSSCALL;
- Defects and damages resulting from negligence or a fault, a deliberate act, misuse or abuse of the Product, an accident or handling not in accordance with normal use, and this regardless of the cause.
- Causes external to the Product, such as (but not limited to): lightning, fire, electrical overvoltage, connection to a defective socket;
- Oxidation caused by the customer incorrectly inserting the USB or audio port caps, which are essential for ensuring the product's waterproofness;
- Products purchased second-hand;
- Any failure of the services and applications embedded in the Product, the operation of which is the exclusive responsibility of their designers.
- Any equipment that is not original. In addition, an independent third-party operator provides the SIM card and the network or system (cellular or other) on which your product operates. Under this warranty, CROSSCALL disclaims any responsibility for the operation, availability, coverage, services or capacity of the network or system (cellular or other) and will not be responsible for this type of failure under this warranty.
- Damage caused to the external elements of the telephones (in particular screen breakage or damage to the housing).
- Telephones not intended for sale;

In general, the various CROSSCALL Products are subject to different IP standards (*Ingress Protection*, i.e. protection against infiltration) regarding resistance to foreign bodies and liquids. Different Product models meet different standards.

- However, with regard to the intrusion of solid and liquid bodies, the CROSSCALL warranty is not applicable if the Customer's use of the Product indicates conditions of use that exceed the protection rating applicable to the Product in question.

The report by CROSSCALL's technical department, or its authorised repairer, and the statement from this department justifying the warranty exclusion are binding and shall be enforceable against the Customer.

In the event of expiry of the warranty period or a warranty exclusion, CROSSCALL may offer a quotation and paid handling of the Product under the terms and conditions described hereinafter.

### **3. Terms and conditions for handling out-of-warranty Products.**

- (i) In the event of a warranty exclusion, for any reason whatsoever (warranty period expired, conditions not met, etc.), the report from CROSSCALL's technical department, or an authorised repairer, will be accompanied by a statement justifying the exclusion and a repair quotation.

For out-of-warranty Products, the Customer is responsible for postage, packing, insurance, shipping and reshipment costs.

In the event of refusal of the repair quotation with a request for return of the Product by the Customer, CROSSCALL, or its authorised repairer, will return the unrepaired Product to him or her, however, the costs for shipping, handling and processing the file shall be borne by the Customer.

In the event of refusal of this quotation without a request for return of the unrepaired Product within ninety (90) days from the date of receipt of the quotation, the Product shall be considered abandoned by the Customer and may be destroyed by the authorised repairer or by CROSSCALL, in which case no compensation may be claimed from CROSSCALL.

- (ii) For any other request for repair of the out-of-warranty Product by the Customer accepted by CROSSCALL, the costs of repair, handling and shipping will be charged to the Customer.

#### 4. Availability of spare parts:

For products marketed before 2020, the period of availability of the spare parts required for the use of new Products is two (2) years from the date of purchase by the Customer.

For products (the new range of Core M4 Go, Core M4 and Core X4 phones and the Core T4 tablet) marketed by CROSSCALL from 2020 onwards, the period of availability of spare parts required for the use of the new Products is ten (10) years from the date on which the Product is sold.

No spare parts will be available for accessories and feature phones.

#### 5. Specific CROSSCALL warranty for out-of-box failure (OBF)

##### 5.1. Definition

This warranty only applies when a Product is found to be faulty/defective upon activation, within fifteen (15) clear days of its purchase. In this situation, if an OBF is proven, and except for the exclusions referred to below, an identical phone will be sent to the Customer at CROSSCALL's expense.

##### 5.2. Implementation

The OBF must be reported within fifteen (15) clear days from the date of purchase of the Product, under the aforementioned conditions, with a precise description of the problem encountered with the Product.

5.3. Upon receipt of the request and if the Product falls within the warranty for an out-of-box failure, CROSSCALL will send the Customer a return authorisation number.

The Product must be returned in its original packaging even if it has been opened. It must be accompanied by all its accessories and by the documents indicated in Article 2.3.

If the Product does not correspond to an out-of-box failure, it will be (i) returned, at the Customer's expense, or (ii) reclassified under the appropriate reason.

##### 5.4. Exclusions from the OBF warranty

The CROSSCALL out-of-box failure warranty is not applicable in the following cases:

- ✓ Out-of-box failure not proven after diagnosis of the fault by CROSSCALL teams;
- ✓ Fault attributable to improper use of the Product by the Customer; Open or disassembled Products;
- ✓ Damage, breakdown, failures or faults attributable to external causes, such as those described in Article 2.4 above;
- ✓ Damage due to oxidation;
- ✓ Product returned incomplete (without the original box, accessories, etc.).

6. **Legal warranties.** CROSSCALL hereby recalls that, where applicable, the seller shall remain liable to the Customer for the legal warranty of conformity referred to in Articles L. 217-4 to L. 217-16 of the French Consumer Code and those relating to defects in the item sold, under the conditions provided for in Articles 1641 to 1648 and 2232 of the French Civil Code, regardless of any other applicable legal warranty in the country where the Product has been sold to the Customer.

- **Article L. 217-4 of the French Consumer Code**

*'The seller is required to deliver goods that conform with the contract and is liable for any lack of conformity which exists at the time of delivery.*

*The seller is also liable for lack of conformity resulting from the packaging, assembly or installation instructions if it assumed responsibility therefore in the contract or it was carried out under the seller's responsibility.'* »

- **Article L. 217-5 of the French Consumer Code**

*'The good conforms to the contract:*

*(1) if it is specific to the use ordinarily expected of a similar good and, where applicable:*

- *if it corresponds to the description given by the seller and has the qualities that the seller has*

*presented to the buyer in the form of a sample or model;*

- *if it has the qualities that a buyer can legitimately expect in view of public statements made by the seller, producer or its representative, in particular in advertising or labelling;*

*(2) if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.’ »*

- **Article L. 217-12 of the French Consumer Code**

*‘The right to take action for lack of conformity shall expire two years after delivery of the good.’ »*

- **Article L. 217-16 of the French Consumer Code**

*‘Where the buyer requests from the seller, during the course of the commercial warranty granted to him or her when acquiring or repairing movable property, a refurbishment covered by the warranty, any period of downtime of at least seven days shall be added to the remaining warranty period.*

*This period runs from the buyer’s request for servicing or the provision of the good in question for repair, if this provision is made subsequent to the request for servicing.’ »*

- **Article 1641 of the French Civil Code**

*‘The seller must guarantee the thing sold against hidden defects that render it unfit for the use for which it was intended, or that decrease this use so much that the buyer would not have acquired it, or would have paid a lower price for it if he or she had been aware of them.’ »*

- **Article 1648 al. 1 of the French Civil Code**

*‘The action resulting from latent defects must be commenced by the purchaser within two years from discovery of the defect.’ »*

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