



**Terms and Conditions of Warranty  
and Consumer After-Sales Service 2022  
Version of 1<sup>st</sup> February 2022**

**1. Effective date and applicability**

- 1.1. These are the terms of CROSSCALL, a *société par actions simplifiée* (simplified public limited company) with share capital of €443,866, having its registered office at 245, rue Paul Langevin - 13290 Aix-en-Provence, registered with the Trade & Companies Register of Aix en Provence under number 518 706 890.

These terms and conditions of warranty and after-sales service (hereafter "**T&C ASS**") come into effect on 1<sup>st</sup> February 2022 and accordingly apply to all sales of eligible Products made from the said date. They supplement the general Terms and Conditions of Sale ("**T&C**"), which they expressly refer to and whose provisions not amended hereunder remain applicable. The terms and conditions of warranty applying until 31<sup>st</sup> January 2022 to sales made up to that date are still available [here](#).

- 1.2. These T&C ASS lay down the conditions governing the commercial warranty offered by CROSSCALL and those governing the after-sales service provided to consumers and end users (the "**Customer(s)**"), for CROSSCALL branded products (the "**Products**"), sold either directly via the CROSSCALL web site ([www.crosscall.com](http://www.crosscall.com)) or by a buyer-distributor, irrespective of any conditions and/or clauses in the documents of the buyer-distributor of the Products (the "**Distributor**").
- 1.3. The after-sales service offered to Customers is provided by CROSSCALL or by one of its approved repairers, notwithstanding the fact that certain statutory guarantees may apply to the Distributor depending on the country where the Products are sold to the said Customers.
- The Distributor undertakes nonetheless to inform Customers or have them informed of the precise after-sales service arrangements for Products covered by these terms and conditions, and guarantees CROSSCALL in this respect.
- 1.4. These terms and conditions and the commercial warranty apply exclusively to Products sold in the countries listed in the after-sales request form available at [http://www.crosscall.com/fr\\_FR/help](http://www.crosscall.com/fr_FR/help)
- 1.5. The Customer's After-Sales form duly completed and signed on the CROSSCALL site is deemed a written contract and accordingly implies full knowledge and unqualified acceptance of these T&C ASS by the Customer. They supersede any other version or contradictory document having the same purpose.

- 2. CROSSCALL's warranty.** The Products are guaranteed against any design and manufacturing defect under the following conditions. This warranty does not supersede applicable statutory guarantees, as stated in section 6 below.

- 2.1. **Warranty period.** This commercial warranty period is specified in the table available [here](#).

**The commercial warranty starts on the day of purchase of the Product.**

When a Product is rendered unusable during the commercial warranty period for the purpose of repair under this warranty, the remaining warranty period is suspended until the repaired Product is delivered. The suspension period start when the Product is made available for repair or replacement



and the warranty period resumes when the repaired Product is returned or a replacement delivered.

- 2.2. **Repair or replacement.** If the Product proves to have a design or manufacturing defect or a faulty part during the warranty period as defined above, and if the commercial warranty conditions are met, CROSSCALL undertakes to repair or replace it without invoicing parts and labour. CROSSCALL reserves the discretionary right, depending on the cost incurred, to repair the Product or to replace it with an identical or equivalent model.

For repairs, CROSSCALL may use new or reconditioned parts or products. Parts removed or separated from the Product for replacement become the property of CROSSCALL.

The Customer will not be reimbursed for the Product.

- 2.3. **Conditions governing repair or replacement.** In addition to the conditions governing the warranty period and cases of exclusion of warranty specified in clause 2.5 below, the product will be repaired or replaced under the following conditions:

- the After-Sales form must be completed on the [www.crosscall.com/fr\\_FR/help](http://www.crosscall.com/fr_FR/help) web site, "Assistance" - "After-Sale" tab. An "RMA" (Return Merchandise Authorization) number will be sent to the Customer along with the return authorization and will accompany the Product for which the After-Sales service is requested and followed up. The request for assistance must specify in detail, for each Product, the malfunction observed. However, this return authorization is not deemed final approval of acceptance of the Product for repair or replacement under this warranty.

**and**

- the following documents and particulars must be sent to CROSSCALL at the address stated on the return authorization:
  - a copy of the invoice stating the date of purchase, the type of Product, the IMEI number and the name of the Distributor;
  - the telephone's IMEI number, namely a series of digits called IMEI (international mobile equipment identity) unique to the telephone;
  - the Product and all its accessories.



**These documents and particulars must accompany the Product when it is dispatched or dropped off for repair. CROSSCALL may refuse to honour its warranty if the aforementioned documents are not provided or if the information provided therein is incomplete, illegible or inconsistent.**

The Customer must first back up all the information and personal data in the telephone. CROSSCALL may need to reset the telephone and cannot be held liable for any loss of the Customer's personal data.

Customers must keep proof of dispatch of their After-Sales request, which may be demanded in the event of a dispute.

#### 2.4. **Costs.**

For Products under warranty, CROSSCALL bears the cost of postage and packing, insurance, dispatch and return.

For Products not under warranty, the Customer bears the cost of postage and packing, insurance, dispatch and return.

#### 2.5. **Warranty exclusions.** CROSSCALL's commercial warranty does not apply in the following cases:

- Installation or use of the Product in contradiction with (i) currently prevailing technical or safety standards or (ii) instructions provided by CROSSCALL in user manuals or safety instructions;
- Opening the Product, unauthorized dismantling, alterations or repairs carried out by the end user or by persons or service providers not accredited 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 accredited by CROSSCALL ,
- Serial number or nameplate or IMEI torn off, illegible or unavailable;
- Using the Product with accessories, peripherals and other products whose type, state and/or standards do not meet CROSSCALL's requirements;
- Defects due to the fact that the Product was used with or connected to a device or software not approved by CROSSCALL;
- Defects resulting from negligence or wrongdoing, a voluntary act, improper or unreasonable use of the Product, accident or handling inconsistent with normal use, for any reason whatsoever.
- Causes unrelated to the Product, including but not limited to: lightning, fire, voltage surge, connection to a faulty socket;
- Oxidation due to incorrect insertion by the Customer of the USB or audio port covers, which are essential to the watertightness of the product;
- Secondhand products not bought on CROSSCALL's web site;



- Any fault in the services and applications embedded in the Product the functioning of which falls exclusively to their designers.
- Any equipment that is not of CROSSCALL origin. Furthermore, an independent third-party operator supplies the SIM card and the network or system (cellular or other) on which your product operates. Under this warranty, CROSSCALL disclaims all liability with regard to the operation, availability, coverage, services or capacity of the network or system (cellular or other) and cannot take charge of any such faults under this warranty.
- Damage caused to the outer parts of telephones (broken screen or casing in particular).
- Telephones not intended for sale;
- Failure to install within a reasonable time any updates required for the serviceability of the Product.

In the event of ingress of solid and liquid matter revealing end-use conditions that exceed the protection rating of the Product in question, all CROSSCALL Products being subject to various IP (*Ingress Protection*) standards concerning protection against foreign bodies and liquids. The report from the technical department of CROSSCALL or from its accredited repairer, and the said department's statement supporting the exclusion of warranty, are deemed authentic and binding on the Customer.

After expiry of the warranty period or in cases of exclusion of warranty, CROSSCALL may propose a quotation and a billable repair service for the Product under the conditions set out below.

### **3. Conditions for repairing Products not under warranty.**

- (i) In cases of exclusion of warranty for any reason whatsoever (expiry of warranty period, conditions not satisfied, etc.), the report from the technical department of CROSSCALL or from its accredited repairer will include statement supporting the exclusion of warranty and a quotation for repair.

For Products not under warranty, the Customer bears the cost of postage and packing, insurance and dispatch.

The quotation for repair (parts, labour and logistics) issued by the accredited repairer also includes the cost of postage and packing, insurance and return dispatch, and is subject to the Customer's prior approval.

If the Customer refuses the quotation for repair and requests the Product to be returned, CROSSCALL, or its accredited repairer, will return the non-repaired Product, but the attendant carriage and administrative expenses will be chargeable to the Customer.

If the Customer refuses the quotation for repair and does not request the Product to be returned within ninety (90) days from receipt of the quotation, the Product will be deemed abandoned by the Customer and may be destroyed by the accredited repairer or by CROSSCALL, in which case no compensation can be claimed from CROSSCALL.

- (ii) If a Customer's request for repair of a Product not under warranty is accepted by CROSSCALL, the Customer will be invoiced for the cost of the repair, for administrative expenses and for the cost of carriage, subject to an approved quotation.
- (iii) For a repair not under warranty, the Customer does not benefit from the legal warranty of fitness for parts or supplies provided on an ancillary basis for the repair, unless they are the main subject of the contract or were acquired by the Customer under a separate contract of sale.



#### **4. Availability of spare parts:**

The Customer can consult the availability of spare parts for each Product [here](#).

#### **5. CROSSCALL-specific “Dead On Arrival” (DOA) warranty**

##### **5.1. Definition**

This warranty only applies to Products that are out of order when activation is attempted and is only valid for fifteen (15) clear days from purchase. In such cases, if the fault is proven, and apart from cases of exclusion stated below, an identical telephone will be sent to the Customer at CROSSCALL's expense.

##### **5.2. Implementation of the warranty**

Any claim against this warranty must be submitted within fifteen (15) clear days from the day of purchase of the Product, subject to the conditions stipulated in clause 2.3, with an accurate description of the problem experienced with the Product.

5.3. On receipt of the claim and if the Product is covered by the Dead On Arrival warranty, CROSSCALL will send the Customer an RMA 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 the documents specified in clause 2.3.

If the Product is not deemed dead on arrival, it will be (i) returned at the Customer's expense, or (ii) recategorized.

##### **5.4. Exclusions of Dead On Arrival warranty**

CROSSCALL's Dead On Arrival warranty does not apply in the following cases:

- ✓ Dead On Arrival not proven after the fault is diagnosed by CROSSCALL's staff;
- ✓ Fault attributable to improper use of the Product by the Customer;
- ✓ Products opened or dismantled;
- ✓ Damage, faults, failures or defects attributable to external causes as described in clause 2.4 above;
- ✓ Damage caused by oxidation;
- ✓ Product returned incomplete (without its original box, accessories, etc.).



## **6. Statutory guarantees**

### **6.1 Customer information**

Customers are reminded that all Products supplied by CROSSCALL, including the digital content and/or service(s) and updates, as well as their packaging and assembly instructions incumbent on CROSSCALL, benefit from legal guarantee and guarantee against hidden defects as per applicable law.

### **6.2. Updates**

Updates required for Product conformity. CROSSCALL will provide the Customer with the updates needed to maintain the conformity of the Products with regard to the contract and as per applicable law. It will inform the Customer of the availability of such updates and stress the consequences of failing to install them.

If the Customer fails to install such updates within a reasonable time or installs them incorrectly, CROSSCALL will not be liable for any lack of conformity of the Product solely resulting from the duly informed Customer's failure to install the said updates and/or the Customer incorrectly installing them if this is not due to any omissions by CROSSCALL in the supplied installation instructions.

Updates not required for Product conformity.

In accordance with applicable law, updates not required for Product conformity are supplied to the Customer for valid reasons at no extra cost to the Customer. The Customer is entitled to refuse such an update and uninstall it.