



## Commercial warranty contract Version of 27 February 2025

### 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 €443,555, 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.

Email: [shop@crosscall.com](mailto:shop@crosscall.com)

Phone number: +33(0) 442-607-570 (Monday to Friday from 8:30 to 5:00 pm)

This warranty contract comes into effect on 27 February 2025 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 26 February 2025 to sales made up to that date are still available [here](#).

- 1.2. This warranty contract lays 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 this warranty contract by the Customer. They supersede any other version or contradictory document having the same purpose. Any request for after-sales service that falls outside of warranty coverage will be subject to a quote indicating the cost of the service.



**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 such, the services and benefits offered by CROSSCALL's commercial warranty are in addition to rights provided by consumer law; they do not substitute them. The conditions for implementing the legal guarantees are stated in Article 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.**

Any period of immobilization of the Product during the commercial warranty period, for the purposes of restoration covered by this warranty, suspends the remaining warranty period until the restored Product is delivered. This period runs from the time the Product is made available for repair or replacement and resumes upon the return of the repaired or replaced Product.

**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, CROSSCALL commits, provided the conditions for its commercial warranty are met, to undertake its repair or replacement without invoicing parts and labour. CROSSCALL reserves the discretionary choice, 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 to be replaced 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 RMA:
  - a copy of the invoice stating the date of purchase, the type of Product, the IMEI number and the name of the Distributor;
  - The RMA document
  - the Product and all its accessories.



**These documents must accompany the Product when it is shipped or taken in for repair. Failure to provide the required documents or information, or providing incomplete illegible, or inconsistent information, may result in CROSSCALL denying warranty coverage.**

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

Customers must keep proof of sending the 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;
- Second-hand 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

It is reminded that all Products supplied by CROSSCALL, including content and/or digital service(s), updates as well as packaging and assembly instructions provided by CROSSCALL, benefit from the legal guarantee of conformity provided for in articles L. 217-3 et seq. of the French Consumer Code and the guarantee against hidden defects provided for in articles 1641 to 1649 of the French Civil Code, independently of any commercial guarantee that may have been granted.

"The consumer has a period of two years from the date of delivery of the goods in which to obtain implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance". For Italian Consumers, the statute of limitation to enforce a lack of conformity is twenty-six months from the delivery of the goods.

"Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee shall apply to this digital content or digital service throughout the period of supply provided for. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service and not the date of its appearance.

"The legal guarantee of conformity implies an obligation on the part of the trader, where applicable, to provide all updates necessary to maintain the conformity of the goods.

"The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without any major inconvenience to him. For Italian Consumers, the Italian Consumers Code provides that professional shall repair or replace the good within a reasonable period of time from the time the Seller was informed by the consumer of the defect.

"If the goods are repaired under the legal conformity guarantee, the consumer benefits from a six-month extension to the initial guarantee.

"If the consumer asks for the good to be repaired, but the seller requires it to be replaced, the legal guarantee of conformity is renewed for a period of two years from the date on which the good is replaced.

"The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in exchange for the return of the goods, if:

"1° The trader refuses to repair or replace the goods;

"2° The goods are repaired or replaced after a period of thirty days;

"3° The repair or replacement of the goods causes a major inconvenience for the consumer, in particular where the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he/she bears the cost of installing the repaired or replacement goods;

"4° The non-conformity of the property persists despite the seller's unsuccessful attempt to bring it into conformity.

"The consumer is also entitled to a reduction in the price of the goods or to rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the contract. In such cases, the consumer is not obliged to first request the repair or replacement of the goods.



"The consumer does not have the right to rescind the sale if the lack of conformity is minor.

"Any period of immobilisation of the goods with a view to their repair or replacement suspends the warranty that was in force until the delivery of the repaired goods.

"The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

"A seller who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 241-5 of the French Consumer Code).

"The consumer also benefits from the legal guarantee against hidden defects in application of articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept or to a full refund in return for the return of the goods.

#### **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.