



## **GENERAL TERMS & CONDITIONS**

### **NOA PREMIUM CARE ELEMENT WARRANTY**

#### **I. INTRODUCTORY TERMS**

##### **Application of terms**

These terms are applied to the voluntary, contractual warranty for technical validity and maintenance of mobile devices „NOA PREMIUM CARE ELEMENT WARRANTY“

„NOA PREMIUM CARE ELEMENT WARRANTY“ is a contractual guarantee that is added to the obligatory guarantee mandated by the Directive 2009/72/EC of the European Parliament, and which the seller and/or manufacturer is obliged to provide next to the NOA PREMIUM CARE WARRANTY.

##### **Terms:**

Certain terms in these terms and conditions have the following meaning:

- 1) „Hangar 18 d.o.o., situated in Koprivnica, Braće Wolf 5, Croatia, referred in the rest of the text as Hangar18 – NOA PREMIUM CARE ELEMENT WARRANTY giver
- 2) „User“ – Person who has through the purchase of a NOA mobile device from the element series received a NOA PREMIUM CARE ELEMENT WARRANTY
- 3) „NOA PREMIUM CARE ELEMENT WARRANTY „ - the contractual guarantee which is given by Hangar18 to Users with the purchase of NOA Element mobile devices through Hangar 18. d.o.o. retail spaces, or through retail spaces of partners of Hangar 18. d.o.o.
- 4) „NOA PREMIUM CARE ELEMENT value“ – replacement or repair value limit of a device under the NOA PREMIUM CARE ELEMENT WARRANTY i.e. retail price without VAT.
- 5) „Economically Unfeasible“ – represents repair costs that are higher than the NOA PREMIUM CARE ELEMENT value.

## **II. SPECIAL TERMS**

### **Article 1.**

#### **SUBJECTS OF NOA PREMIUM CARE ELEMENT WARRANTY**

1. NOA PREMIUM CARE ELEMENT WARRANTY subject can be any NOA mobile device from the Element series; e.g. H2,H4se,H5,H6,H8,H8se,H9,H10,H10le,N1,N2,N5,N6,N8,N9 and N10) bought from Hangar18 or any of its contractual partners ( defined in this contract as a device or electronic device), which is listed on the receipt, along with the bundled equipment and original packing, containing the following data:

- Device type
- Device brand, year of manufacture, serial number and price.
- Start of insurance coverage i.e. date of purchase
- Coverage type
- Length of coverage

#### **2. Subjects that are not covered by the NOA PREMIUM CARE ELEMENT WARRANTY**

- a) Removable external drives
- b) Expendable goods that were defined as such by the manufacturers as such, e.g, external keyboards, mice, remote controls, chargers, batteries, toners, fuses, inks, carbon brushes, coils and lightbulbs, and when they are packaged along with the device that is the subject of coverage
- c) all kinds of tools;
- d) other parts that have to be replaced through the lifespan of an electronic device.
- e) Separately sold additional equipment.
- f) all kinds of software
- g) delivered devices with factory errors and malfunctioning batches
- h) additionally purchased equipment
- i) display devices older than 12 months.

### **Article 2.**

#### **NOA PREMIUM CARE ELEMENT WARRANTY**

##### **Contractual obligations of Hangar18**

#### **1. Cases that fall under the NOA PREMIUM CARE WARRANTY**

Hangar18 will perform repairs or replacements and vouch for the correct functionality of bought electronic devices of the user covered under the NOA PREMIUM CARE ELEMENT WARRANTY or for

unpredictable and sudden damages or interferences of the device covered by the NOA PREMIUM CARE ELEMENT WARRANTY

**1. NOA PREMIUM CARE ELEMENT WARRANTY Covers all damages made by unpredictable damages such as:**

- Short circuiting and grounding
- Uncontrolled electric discharging, static charging and electromagnetic interference
- Theft by burglary
- Damage made by user negligence (falls, breakings, liquids, and other cases where the retention fee charge is mandated, see article 8.), in cases of safe and careful device usage and storage (places like bathrooms, pools, balconies and other places are not considered to be safe places for device usage and storage).
- Mechanical damages that haven't occurred through user negligence
- Fires, thunder strikes, explosions, plane crashes and other force majeure events
- Implosion and other damages caused by negative pressure
- damages caused by force majeure (flooding, rock slides, storms, blizzards, avalanches and other natural disasters)
- Unpredictable damages

Unpredictable damages are those that haven't been anticipated by the User, excluding intentional damage and neglect, where Hangar18 reserves the rights to withhold compensation in such cases.

Hangar18 will make repairs or replacements and guarantee correct functionality of bought electronic devices of the User that are covered under the NOA PREMIUM CARE ELEMENT WARRANTY in cases caused by the aforementioned causes.

**2. Cases that are not covered by the NOA PREMIUM CARE ELEMENT WARRANTY**

**NOA PREMIUM CARE ELEMENT WARRANTY does not cover:**

- Damages caused by the usage of defective devices, where the user should have been acquainted with the fact that the device is defective.
- Causes that cannot be pinpointed to a stand alone incident are considered to be progressive damages (caused by the environment and/or usage) and are not covered, except when determined to have been caused by the workmanship and material defects after the expiration of factory guarantee.
- Damages caused by indirect consequences of permanent effects of chemical, heat or mechanical conditions of storage (corrosion, radiation, aging, excessive vibration etc.)
- damages caused by regular wear and tear.
- damages caused by improper, unregulated or unusual usage or cleaning of the insured device, especially if such acts go against manufacturer instructions.

- damages caused by long-term chemical or thermal effects on the device, as well as eventual repair, reset or cleaning costs are not subject to damage compensation, as well as the gradual degradation of the device function.

- damages caused by completed cleaning and adjustment work.

- damages caused intentionally or through neglect by the authorized device owner

- damages caused by powering on the device prior to final repairs.

- damages caused by technical code violations, protective measures, and instruction and improper usage of the insured device

- damages caused by the disappearance of the insured device, and which is not caused by breaking and entering into a space that contains the device.

- damages caused during the guarantee period, and which are to be compensated by the manufacturer;

- damages on all kinds of software (including operating systems, drivers, applications etc.) i.e. damages caused by computer viruses, programming errors and software, and which affect or work through software or data storage units.

The device user is personally responsible for program, driver and data functionality.

The loss of data and software due to aforementioned causes cannot be the subject of damage compensation claims. Platinum is not obliged to compensate repair costs in cases of damages and irregularities to software, operating systems, viruses, compaibility issues, data rescue, system restorations, data restoration etc.

- damages caused by improper installation, unsuitable repairs or changes made by third parties that aren't licenced to make such repairs.

- damages caused by children during play (as specified by the factory instructions, the device is not a toy).

- damages caused on the insured device by pets, domestic and wild animals.

- damages caused through abandonment or loss of the insured device, including the failure to return the insured object after the lease is over. The latter discovery of the insured device will not be taken into account and will result in compensation.

- damages caused by usage of the device for the purposes that run counter to manufacturer instructions.

- damages caused during the removal of superficial damages e.g. scratches and other flaws that don't effect device usage and are purely esthetical.

- damages caused by the effects of moisture

- damages caused by spillages of liquids, along with those that are the consequence of direct or indirect precipitation.

- damages caused by sport activities (running, biking, hiking) and by sweating and/or condensation.

- indirect damages caused by the occurence of the insured case (loss of profits, penalties etc.)

- purely material damages – expenses caused by damages that are not located on the hardware itself.

The aforementioned damages encompass expenses caused by processing fees, testing, and analyzing without discovering any hardware malfunctioning.

- damages caused by the usage of malfunctioning or unlicensed external equipment (attachments, plugs etc)

- damages that have been reported, but cannot be proven due to the failure to deliver the device (damages that caused the complete destruction of the device via force majeure are exempt).

- damages caused directly or indirectly, partially or full by ionizing radiation or pollution by radioactive substances from nuclear fuel or nuclear waste or by pollution from spent nuclear fuel.

- damages caused directly or indirectly, wholly or partially caused by radioactive, toxic or other dangerous effects of nuclear plants, reactors or other nuclear systems or nuclear components thereof.

- damages caused directly or indirectly, wholly or partially caused by weapons or devices whose destructive power stems from nuclear fission and/or fusion, or other similar reactions or radioactive substances.

- damages caused directly or indirectly, partially or wholly caused by radioactive, poisonous, explosive or any other dangerous effects of radioactive substances.

- damages in direct and indirect relations to earthquakes.

- damages caused by confiscation, requisition and other measures caused or planned by the authorities, or similar other organization fighting to claim authority or has authority.

- damages caused by strike

- damages caused by war, civil war, revolutions, uprisings, unrest created by such events, weapons of war, capturing, confiscation, limitations or detainments and the consequences of such event or attempts to sabotage or detonate explosives, if a person performing such deeds is working maliciously or due to political beliefs, civil unrest, violence or other similar events.

- damages caused directly or indirectly by terrorism or are connected to terrorism. In regards to these Conditions, a terrorist act is any and all usage of force and/or coercion of any kind made by individuals and group(s) for the purposes of accomplishing political, religious, ethnic, ideological or similar goals that cause fear or panic in the general population or a part of it, including (but not requiring) the intent to affect the government and/or institutions of the state, regardless whether these groups work alone or in conjunction with other organizations and/or governments.

### **3. NOA PREMIUM CARE ELEMENT WARRANTY does not cover damages made on:**

- removable external drives

- expendable goods that were defined as such by the manufacturer, and are certainly not covered e.g external keyboards, mice, remote controls, chargers, toners, fuses, carbon brushes, lightbulbs even in the case when these items are bundled with the device that is covered by the guarantee.

- all types of tools

- other parts that should be replaced during the regular lifespan of the device
- separately bought equipment i.e. equipment that was purchased afterwards.
- all types of software
- delivered devices that contain malfunctions that stem from its built in flaws i.e. malfunctioning device batches.

### **Article 3.**

#### **TERRITORIAL COVERAGE OF NOA PREMIUM CARE ELEMENT WARRANTY**

##### **1. Portable devices**

According to the manufacture of mobile devices and according to the device function, the devices can be operated anywhere, the local area is considered to be EU

### **Article 4.**

#### **VALUE OF THE ELECTRONIC DEVICE COVERED UNDER THE NOA PREMIUM CARE ELEMENT WARRANTY**

The value of the electronic device covered by the NOA PREMIUM CARE ELEMENT WARRANTY is a price of a new device or a device of an equal technical value on the day when the damage occurred.

NOA PREMIUM CARE ELEMENT WARRANTY value

The value of an electronic device encompassed by the NOA PREMIUM CARE ELEMENT WARRANTY is always the charged price stated on the bought device receipt.

### **Article 5.**

#### **EXPENSES NOT COVERED BY NOA PREMIUM CARE ELEMENT WARRANTY**

Hangar18 is in charge making all necessary repair activities or replacements of electronic devices covered by NOA PREMIUM CARE ELEMENT WARRANTY.

The user will not be reimbursed for the expenses undertaken by the user e.g. (delivery to the service station, delivery to the user's address after the service etc.)

### **Article 6.**

#### **DAMAGE TYPES AND EXPENSES**

1. In cases of damages we distinguish partial damages from full damages. Partial damages are invoked when the repair costs are lower than the NOA PREMIUM CARE ELEMENT value of the device.

In cases where the repair expenses are higher, the full damages are invoked and in that case Hangar18 will replace the electronic device in question that is covered by the NOA PREMIUM CARE ELEMENT WARRANTY.

**The damage appraisal is conducted according to the written authorization from an appointed repair service or other repair service chosen by Hangar18, and according to needed and explicit approval, from the device seller or manufacturer.**

## 2. Partial damages

In cases of partial damages Hangar18 will bear the costs of repair including man hours and spare parts,(with the added expense of retention fees, as defined in the article 8). In cases where the authorized repair service does not have original spare parts, Hangar18 is obliged to reimburse the damages, and in cases where there are no original spare parts available on the market during the guarantee period, Hangar 18 is obliged to reimburse the difference between the estimated and charged damages, and the value of the replacement part of the device.

**Hangar18 will not bear the following expenses:**

- a) refurbishing costs and other cases not connected by the NOA PREMIUM CARE ELEMENT WARRANTY, and which were necessary
- b) extra expenses caused by the changes or upgrades to that surpass the scope of refurbishings.
- c) refurbishing expenses undertaken via request, that surpass refurbishing costs, and repairs done by third parties.
- d) Unrealised gains due to repairs made in own arrangement
- e) Extra expenses made by temporary or premature refurbishment
- f) Repair expenses that were needed for refurbishments, but were not made on the device covered by the NOA PREMIUM CARE ELEMENT
- g) damages on the basis of responsibility, material indirect damages and property damages.

**In any case, the maximum amount according to the NOA PREMIUM CARE ELEMENT GUARANTEE cannot be higher than the value of the device covered by the NOA PREMIUM CARE ELEMENT WARRANTY.**

## 3. Total damages

In cases of total damages or when repair economically unfeasible, the User will get a new device to replace the old one, which will be, according to technical specifications going to be as good or better than the old device.

Economical unfeasibility means that the repair costs surpasses the value of NOA PREMIUM CARE ELEMENT WARRANTY.

In cases of availability of equally valuable devices (according to manufacturer specs and available brands) the right to technically superior devices cannot be contested, even when their value is lower than the NOA PREMIUM CARE ELEMENT WARRANTY value; in cases of total damages that had been covered, the device that is to be replaced, including all bundled elements (charger, network equipment, memory card, cables, CDs, manuals, boxes, mice etc.) becomes the property of Hangar18 and NOA PREMIUM CARE ELEMENT WARRANTY ceases to be valid for that particular device.

The user accepts the device exchange when all original parts of extra equipment have been delivered to Hangar18. This clause remains valid in cases of malfunctioning original and secured parts of extra equipment (e.g. network equipment)

In cases of failure to deliver the original equipment or extra parts that were covered by the NOA PREMIUM CARE ELEMENT WARRANTY which were bundled with the original device during purchase, each missing piece will be charged according to market prices, or will be deducted from the final repair or replacement price according to the NOA PREMIUM CARE ELEMENT WARRANTY. The limit of the repairs or device replacement is the value of the NOA PREMIUM CARE ELEMENT VALUE.

#### **Article 7.**

##### **REPLACEMENT OF ELECTRONIC DEVICES UNDER THE NOA PREMIUM CARE GUARANTEE**

Based on the suitable replacement device, all extra equipment of the old device, which was installed during purchase, is considered to be replaced, independently whether if it is installed with the replacement device or the installed equipment was changed.

Any additional equipment that was installed in the old device, and which was replaced along with the device, will not be exchanged.

#### **Article 8.**

##### **RETENTION FEE**

In cases of damages made by common acts of neglect by the User (falls, breaks, spillage), a 25% retention fee is applied in the minimal amount of 25,00 Euro (or the local currency equivalent thereof) on all Element series mobile phones.

Retention fee applies to all device repairs that fall under the NOA PREMIUM CARE GUARANTEE, or for the costs of device replacement in cases of damage that matches or exceeds the value of the device being replaced in a way that the user is obliged to pay the amount stated (either a percentage or the minimum) of the device repair or the purchase of a new device for replacement.

Retention fee is also applied to damages that were afterwards found out to be caused by neglect.

The repair service will repair the device only after the user pays the retention fee and delivers a confirmation of the expenses paid.

If the user refuses to pay the retention fee in the amount of 25%, or a minimum fee of 25,00 Euro (or the equivalent in local currency), the user will not be able to benefit from the guarantee, i.e. the user will bear the full cost of device repairs if the user chooses to do so.

#### **Article 9.**

##### **NOA PREMIUM CARE ELEMENT WARRANTY – START OF COVERAGE**

NOA PREMIUM CARE ELEMENT WARRANTY starts at the moment of activation of guarantee and lasts for 12 months.



## **Article 10.**

### **NOA PREMIUM CARE GUARANTEE VALIDITY PERIOD AND EXPIRATION OF SAME**

NOA PREMIUM CARE ELEMENT WARRANTY for mobile devices begins at the purchase/activation date according to the receipt, and ends 12 months after the purchase date.

Damage reports after the NOA PREMIUM CARE ELEMENT WARRANTY expires will not be accepted.

In case of device replacement or refusal of offered replacement device under the NOA PREMIUM CARE ELEMENT WARRANTY offered by Hangar18, NOA PREMIUM CARE ELEMENT WARRANTY expires and does not transfer to the replacement device.

## **Article 11.**

### **CUSTOMERS RIGHTS IN CASES OF NOA PREMIUM CARE ELEMENT WARRANTY ACTIVATION**

#### **1. NOA PREMIUM CARE ELEMENT WARRANTY rights statement**

The user is obliged to report without delay the case stated in the article no. 2.1 in these general terms to Hangar18 (in regular circumstances the deadline is 10 workdays maximum). In cases where the deadline has been breached the user is obliged to explain the failure to report the damages, and Hangar18 has discretion rights on the basis of such report, along with delivered evidence to either accept the belated request or refuse it.

#### **2. Fulfillment of NOA PREMIUM CARE ELEMENT WARRANTY – repair of damages.**

Hangar18 will appraise and repair the damages made in the shortest possible/legal time from the moment the complete and orderly documentation has been sent by the User

Hangar18 is not obliged to act on the basis of reported damages, in cases where the user has failed to deliver the necessary documents proscribed by the General Terms, along with any other documentation necessary to determine the cause and the amount of damages.

In cases where during this phase it was determined that the case or damages does not fall under the General Terms, or that the case has been covered by the legal guarantee of manufacturer/seller of electronic devices, Hangar18 will inform the user that the request has been denied and inform him on how to realize his rights, if possible,

Hangar18 will deliver all requests and information via e-mail or fax machine or via mail, and each of these methods will be considered to be official delivery.

After diagnostics have been made and the factual state of the device that is under the has been determined NOA PREMIUM CARE ELEMENT WARRANTY, Hangar18 will issue a Confirmation for the reimbursement of damages, and in cases where the factual condition of the device is in compliance with the User info given in the statement given in the NOA PREMIUM CARE ELEMENT WARRANTY, and in cases where the damages/case fall under the NOA PREMIUM CARE ELEMENT WARRANTY.

In cases where during this phase it is determined that the case does not fall under the General Terms or that the case is covered by the legal guarantee of the device seller/manufacturer, Hangar18 will inform the user that his request has been denied, and inform him of alternate means of realizing his rights.

Hangar18 will pay the cost of repairs directly to the repair service, or replace the covered device with a new one in cases of total damages.

### **3. Confirmation by the state**

For all damages that are connected to legal processes (fire, natural disasters, burglary etc.), the user, besides the statement that in regards to the NOA PREMIUM CARE ELEMENT WARRANTY, must also append the statement/documentation made by governing bodies.

#### **Article 12.**

#### **REIMBURSEMENT IN CASES OF TEMPORARY SUSPENSION OF NOA PREMIUM CARE ELEMENT WARRANTY**

In cases of NOA PREMIUM CARE ELEMENT WARRANTY before the expiration of NOA PREMIUM CARE ELEMENT WARRANTY, or in the case of its retroactive cancellation after it has been activated, or in cases of it being null and void from the beginning due to fraud, Hangar18 keeps the reimbursement value, either wholly or partially.

#### **Article 13.**

#### **MANDATORY DECLARATION OF WILL**

In the case where it hasn't been prescribed by this contract, the statements that are given to Hangar18, and which are in relation to the contractual obligations, and which are delivered to Hangar18, must be in written form.

#### **Article 14.**

#### **SEVERABILITY CLAUSE.**

In cases where any declaration, article or clause of these General terms is considered to be null and void; the articles which are affected by it will be fully invalid when applied to all contractual obligations between the User and Hangar18

#### **Article 15.**

#### **NOA PREMIUM CARE GIVER**

#### **Contact Data**

NOA PREMIUM CARE ELEMENT WARRANTY GIVER is:

Hangar18 d.o.o., Koprivnica, Ulica Braće Wolf 5, correspondence address Ulica Braće Wolf, 48000 Koprivnica, Croatia

Phone: +385 48 853 794

Fax: +385 48 222 907

E-mail address: [pcw@noa-mobile.hr](mailto:pcw@noa-mobile.hr)

Webpage: [www.megastore.hr](http://www.megastore.hr)

Electronic device usage risk is insured at the leading insurance company in the Republic of Croatia.

#### **Article 16.**

#### **VENUES OF JURISDICTION IN CASES OF LEGAL DISPUTE**

In cases of legal dispute between Hangar18 and the User, the venue of jurisdiction will be the court in Zagreb, Croatia.