

# SMARTING mobi

## Warranty Card



# Warranty Card

---

## General Warranty Terms

- 1.** The purchaser should immediately check the goods that are located in the box upon receipt. If certain defects are found, mBrainTrain must be notified within three business days after the reception of the goods. mBrainTrain can only be bound by defects that can be detected after a thorough examination of the device. In the case of hidden defects, complaints must be made on the date of the discovery and must not be submitted after the expiration of the guarantee, as provided in the Liability and Product Liability Section. The guarantee shall be deemed or excluded in the event that the purchaser or a third party uses own products or accessories in combination with the products from mBrainTrain (hardware, software) and such own products or accessories are not in a technically perfect condition or are incompatible. Products designated as own products or accessories are those products that are not explicitly mentioned in the User Manual.
- 2.** The warranty period is restricted for 12 months. The period starts with the day of delivery of the purchased objects. This shall not apply in cases where body, health and life have been injured or put in danger, and in cases of intentional or careless breaches of duty and fraudulent dissimulation of a defect.
- 3.** If the technological facilities, such as wirings, supplies, networks, etc. are not in technically impeccable and operational condition, or if the technological facilities are not compatible with the products delivered by mBrainTrain, this warranty is hereby excluded.
- 4.** There will be no guarantees that concern warranty claims, if those claims have been caused by improper treatment or overtaxing, if legal operation and installation regulations or regulations issued by mBrainTrain are not followed; in case of improper assembly or start up by the customer or third parties, in the event of natural wear and tear, damages in transport, improper storage, function disturbing operating conditions (e.g. improper or insufficient power supply), electrical, chemical, or electrochemical as well as mechanical influences, or improper or inadequate maintenance.
- 5.** mBrainTrain is entitled to perform any investigation that is considered necessary. For technical reasons, other damages on the product can occur during this investigation. In case the examination shows that mBrainTrain was not at fault, the customer ought to bear the costs for the examination made.
- 6.** The customer is under obligation to immediately announce, in written form, any notification concerning defects and complaints of any type at the domicile of mBrainTrain. It is necessary to provide a detailed description of possible causes and faults; otherwise, the warranty claims are lost. The customer has to submit, if possible, work performances and the queried goods. Upon our request, the defective parts ought to be made available.
- 7.** By this guarantee, mBrainTrain is only bound to repair defective parts or replace them, if necessary, within 60 days; If the repairs or the replacement fails, the purchaser may request a reduction of the consideration or can cancel the contract.

## **Liability and Product Liability**

**1.** mBrainTrain can only be held responsible for damages where intent or very gross negligence of mBrainTrain can be proven. In addition, mBrainTrain can only be held responsible for damages or product loss, while the product was undergoing repairs under certified mBrainTrain Service Providers, or during transport, if the certified Service Provider was responsible for the transport.

**2.** mBraintrain will not be responsible for incidental, special, indirect or consequential loss or damage, any loss of profit (direct or indirect), loss of sales, loss of goodwill or reputation, loss of business, third party claims, pure economic loss arising out of or in connection of the performance or non performance of our obligations under these terms and conditions including such damage as may be reasonably foreseeable at the date you order the goods. In general, the customer can only demand improvement or exchange the good/the work for compensation. This compensation shall not exceed the amount of the selling price for the corresponding product or the consideration previously agreed.

**3.** mBrainTrain shall not be held responsible for damages that occurred because the instructions for assembly, commissioning and operation (such as are contained in instruction for use) or licensing requirements were not followed. It is the customer's responsibility to ensure that instructions for use are being followed by all users of the delivered goods. It is not the company's responsibility to provide protection against computer viruses and for the data storage. mBrainTrain will not be held liable or responsible for any virus infestation. It is only responsible if the product itself infests the computer with a virus.

**4.** A claim for reimbursement against mBrainTrain from the demands in accordance with the product liability act is excluded. These exclusions do not apply to damage claims that have arisen from physical injuries (including death), as well as for damage that has been done to real estates, or personal property for which mBrainTrain is held responsible according to applicable law. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. As a result, the above limitation or exclusion may not apply to you. If any of the above exclusions of warranties is unenforceable in your jurisdictions, the other exclusions listed above will still be given effect to the full extent permitted by that jurisdiction's law.

This warranty starts from: Please see the date of your invoice

Warranty issued by: \_\_\_\_\_

SMARTING mobi Serial Number: \_\_\_\_\_