

GENERAL CONTRACTUAL TERMS AND CONDITIONS FOR THE REPAIR OF APPLE DEVICES

§ 1 Definitions

The following phrases and expressions contained in the Order and in these General Contractual Terms and Conditions shall mean respectively:

“**General Terms and Conditions**” or “**GCTC**” - this document entitled “General Contractual Terms and Conditions for the Repair of Apple Devices”, the up-to-date version of which is available in an electronic form on the Contractor’s website, i.e. <https://www.en.serwis.me/regulations> and as a printed document available for review at the Service Centre

“**Contractor**” - CATHAY sp. z o.o. with its registered office in Krakow, KRS 0000396030

“**Customer**” - an entity ordering the Contractor to repair the Device against payment or to remove a defect free of charge subject to a warranty issued by the manufacturer of the Device

“**Parties**” - Contractor and Customer referred to jointly

“**Service Outlet**” - a place indicated by the Contractor to which the Customer delivers the Device for repair

“**Device**” - an electronic device by Apple - for which the Contractor operates an authorised repair service centre - submitted to the Contractor by the Customer for repair (against payment or free of charge)

“**Contract**” - a contract which, depending on the situational context, shall mean: 1) a contract for a free-of-charge repair of the Device provided with a warranty by a manufacturer for which the Contractor operates an authorised repair service centre or 2) a contract for a paid repair of the Device not covered by a warranty issued by a manufacturer for which the Contractor operates an authorised repair service centre; submitted to the Contractor by the Customer

“**Device Handover for Repair Proof**” or “**DHRP**” - a document confirming the conclusion of the Contract between the Parties and the terms and conditions of the Contract concerned

“**Form**” - a form provided on the Contractor’s website (i.e. <https://www.en.serwis.me/service-order/>) used to conclude the Contract on a remote basis

“**Warranty Claim Processing Decision/Repair Valuation**” or “**WCPD/RV**” - document in which the Contractor presents the decision on the warranty claim being processed or presents the costs of repair of the Device in case of a paid service

“**Equipment Repair Report**” or “**ERR**” - a document confirming the scope of the repair performed, which is also a confirmation that the Device has been released after repair

§ 2 General Provisions

1. The General Terms and Conditions regulate the rights and obligations of the Parties concluding the Contract with regard to the maintenance services provided by the Contractor for the Devices.
2. In case of discrepancies between the provisions of the General Terms and Conditions and the concluded Contract, the provisions of the Contract shall prevail.
3. Oral statements of the Contractor’s representatives shall remain binding only if confirmed in writing.

§ 3 Conclusion of Contract

1. The Customer concludes the Contract with the Contractor:
 - a) **in person** - by signing a document entitled "Proof of Delivery of Equipment for Repair" (PDER), one copy of which is given to the Contractor, with the provisions of the GCTC being simultaneously accepted, or
 - b) **remotely** - by completing the Form on the Contractor’s website <https://www.en.serwis.me/service-order/>, accepting the GCTC by ticking the appropriate box in the Form, and delivering the Device to the Contractor (by a DOOR-TO-DOOR mail service offered by the manufacturer of the Device).
2. In the content of the PDER document and the Form, the Customer indicates: the Customer’s data (including a contact telephone number or e-mail electronic mail address), the model and the IMEI number of the Device, the number of the Device or the serial number, if any, as well as the type of the identified malfunction or defect, a detailed description of the circumstances under which the malfunction or defect occurred as well as the visual and technical condition of the Device at the time of being handed over, in particular the type of damage noticed (scratches, abrasions, signs of use, broken display etc.).
3. At the conclusion of the Contract, the Customer shall hand over the Device and, if necessary for performing a proper repair, also the accessories necessary to use the Device (charger, headphones, memory card etc.), to the Contractor. The fact of handing over of the Device and the type and quantity of accessories shall be included in the content of the PDER document and the Form.
4. All kinds of interlocks and security functions preventing the repair process from being performed, in particular the Find My iPhone interlock, should be disabled in the delivered Device.
5. The Contractor shall not be liable for any damages suffered by the Customer, arising from or as a result of loss, damage or destruction of content or data stored on the relevant Device.
6. In order to secure the data contained in the Device, prior to its release to the Contractor, the Customer shall be absolutely obliged to make a backup copy of these data and to store it in another device.

§ 4 Repair Valuation

1. Upon the conclusion of the Contract and the handover of the Device, the Contractor shall proceed to:
 - a) determine the cause of failure of the Device and consider the legitimacy of the Customer’s claim for a free-of-charge repair of the Device under the warranty of the manufacturer for which the Contractor operates an authorised repair service centre, or
 - b) determine the cause of failure of the Device and evaluate the cost of a paid repair of the Device.
2. The activities referred to in § 4.1.a and 4.1.b shall be carried **free of charge**.
3. Following the activities referred to in § 4.1.a and 4.1.b, the Contractor shall produce a Warranty Claim Processing Decision/Repair Valuation document (WCPD/RV), where it informs whether the warranty claim has been accepted or indicates the device repair costs in case of a paid repair.
4. In the case when the warranty claim being brought is groundless, the Contractor shall present the defect or malfunction rectification cost outside the warranty in WCPD/RV.
5. The Customer shall be informed about the content of WCPD/RV by phone or e-mail, depending on the option selected by the Customer.

§ 5 Commencement of Repair

1. The Contractor shall proceed to repair the Device after determining that the repair request can be performed free of charge under the warranty provided by the manufacturer of the Device, for which the Contractor operates an authorised repair service centre.
2. If there are no grounds for repairing the Device free of charge, the Customer shall proceed with the repair after the Customer has accepted the costs of rectifying the causes and effects of the failure referred to in GCPD/RV.
3. The repair shall be performed within 14 days from the date of determining the cause of failure and supplying all spare parts necessary for the repair.
4. After the repair, the Contractor shall issue a document entitled Equipment Repair Report (ERR), which it shall present to the Contractor at the time when the Device is released.
5. In the case of replacement of components of the Device under the warranty of the manufacturer for which the Contractor operates an authorised repair service centre, with defect-free components, the ownership of the replaced components shall be transferred to the Contractor, which means that they shall not be released to the Customer.
6. The Contractor shall perform repair services on its own. However, the Contractor may entrust the performance of maintenance services to the manufacturer of the Device or to an entity cooperating with it.

§ 6 Payment of Remuneration for Services Performed

1. After the repair has been performed, the Contractor shall inform the Customer about this by phone or e-mail.
2. In the case of a paid repair, the Device shall be released (including its dispatch to the address provided in the Form) upon payment of the agreed price by the Customer.
3. The Contractor shall have the right to refrain from releasing the Device until the Customer has paid the remuneration for the performance of the service and other amounts due according

to the Contract and the GCTC.

§ 7 Release of Device based on PDER Document

1. The Contractor shall release the Device against a receipt submitted in the Device Repair Report to a person who presents the PDER document. In the event of loss of the said document by the Customer, it shall be obliged to immediately notify the Customer thereof.
2. The Contractor shall not be liable for the release of the equipment to a person who is not entitled to collect it if that person presented the PDER document while the Customer failed to notify the Contractor of the loss of the a.m. document.
3. In the event that the Customer has lost the PDER document and notified the Contractor of that fact, the Device may only be released only to the Customer or to a person who presents a written power of attorney for the collection of the Device, granted by the Customer.
4. The Customer shall be obliged to collect the equipment (personally or through an authorised person) within 90 days from the date of notification of completion of repair, or from the date of the Customer's refusal to accept the conditions of paid repair.
5. If the Customer has failed to collect the equipment within the specified time limit, the Contractor shall be entitled to claim reimbursement of the costs of storage of the entrusted Device, which amount to PLN 5.00 for each day of delay in collecting the Device.
6. In the case of delivery of the Device to the Contractor done by a courier mail service, the Device shall be released by sending it back to the address provided in the Form.
7. The Customer shall bear all costs related to failure to collect the mail and all costs related to failure to collect the Device.
8. In the event the Customer has failed to collect the mail with the Device, the 90-day period referred to in § 7.4 shall be calculated from the date of dispatch of the Device by the Contractor.
9. The Contractor shall not be liable for a nonculpable loss of the Device (including any accessories attached thereto) if the Device is not collected after the period referred to in § 7.4.
10. The failure to collect the Device for a period of 1 year from the date when the Customer was notified of the repair or from the date of the Customer's refusal to accept the terms of the paid repair shall be deemed by the Parties as abandonment of the Device and, consequently, as loss of the Customer's claim for the release of the Device.
11. The Contractor shall be obliged to only issue accessories attached to the Equipment, which have been entered into the PDER document or the Form.

§ 8 Warranty

1. The Contractor shall provide a 90-day warranty for the components replaced against payment.
2. The Contractor shall provide a 12-month warranty for the components replaced under the warranty of the manufacturer of the Device.
3. The warranty period shall principally commence on the day when the Device is released after repair, however, not later than on the 14th day after the Customer is informed about the repair performed.
4. The Device shall be collected and returned at the expense of the Contractor via the entity indicated by it.
5. If the Customer's claims under the warranty have been acknowledged, the Contractor shall be solely entitled to make a choice between repair or replacement of a defectively working component of the Device. Defective components that have been replaced as a warranty service shall become the Contractor's property and shall not be released to the Customer.
6. If the Customer's claims have been accepted, the warranty period shall be extended by the period of time during which the Device stayed with the Contractor.
7. In case the Device subject to the claim has been found to have no defects, the Customer shall not bear (in the case of a warranty complaint) any costs related to the return of the Device.
8. Due to the warranty being granted by the Contractor as specified above, the Contractor fully disclaims its liability under the warranty for defects in the services provided by it in all situations allowed by the Civil Code.
9. The Contractor shall not be liable for data located on hard disks or other media in the Device accepted for repair and accessories supplied with it.
10. Subject to this warranty, the Customer shall not be entitled to withdraw from the Agreement or to reduce the price of the service performed.
11. The warranty shall not cover rectification of damages or compensation for losses resulting from an existing (ascertained) defect of a component installed in the Device.

§ 9 Contractor's Liability for Damage

1. The Contractor shall be liable to the Customer only for actual losses (*damnum emergens*) resulting from gross negligence of the Contractor up to the amount equivalent to the remuneration paid by the Customer, subject to the provisions of the Contract or mandatory provisions of law.
2. The Parties exclude the Contractor's tort liability (Article 415 of the Civil Code).

§ 10 Personal Data

1. The controller of the personal data provided by the Customer in relation to the repairs is Cathay sp. z o.o. The personal data shall be used for the purpose of the service delivery process and may be transferred to entities responsible for the delivery of the products being serviced to the client (i.e. the manufacturer of the Device).
2. The Customer shall agree to receive information by e-mail in connection with the repair performed, also for the purpose of measuring the level of customer satisfaction by both the Customer and the manufacturer of the Device.
3. Clients shall have the right to access and correct their data. The data shall be provided on a voluntary basis. The personal data shall be stored and protected in accordance with the Personal Data Protection Act of 29.08.1997 (Journal of Laws of 2002 No. 101, item 926 as amended) in a manner that prevents them from being accessed by third parties.

§ 11 Settlement of Disputes

1. In the event of a dispute arising in connection with the Contract, the Parties shall endeavour to resolve it amicably. The Parties shall notify each other of their claims in writing and enter into appropriate negotiations with a view to reaching an agreement. If a dispute is not resolved in the above manner within two months of either Party notifying the other Party of its claim in writing, the dispute shall be subject to settlement by a common court having locally and material jurisdiction over the Contractor's registered office.
2. In cases not governed by the provisions of the Contract and General Terms and Conditions, relevant provisions of the Civil Code shall apply.

§ 12 Final Provisions

1. The scope of repairs that can be performed under the warranty of the manufacturer of the Device is determined by the terms of warranty given by the manufacturer, provided on its website, i.e. <https://www.apple.com/legal/warranty/>.
2. The Contractor reserves the right to change the provisions of these GCTC. All changes shall be effective as of the date of publication of the amended GCTC at <http://serwis.me/regulamin/>. This shall not apply to contracts concluded on the basis of GCTC valid prior to the changes, to which the GCTC in their current wording shall apply, unless the Customer, being promptly notified by the Contractor of the changes, refuses to accept them.
3. The Customer shall not be entitled to assign any rights or obligations under the Contract to any third party without the prior written consent of the Contractor. The Contractor shall be entitled to assign any rights or obligations under the Contract to any third party without the separate written consent of the Customer, to which the Customer consents by signing the GCTC.
4. The invalidity or ineffectiveness of any provision of the GCTC shall not affect the validity or effectiveness of other provisions. In such a case, instead of the invalid or ineffective provisions, relevant provisions of law shall apply.
5. Titles and article numbers of the GCTC are provided for information purposes only and shall not affect their interpretation.
6. All notices or declarations provided for in the GCTC shall be effective only if made in a written form, unless a specific provision expressly permits another form.