

# WARRANTY

## WARRANTY

Company Include d.o.o./l.t.d. with company seat in Solin, Kneza Trpimira 30, Republic of Croatia, contact details: +385 21 413 213, info@include.eu (hereinafter Include) is a manufacturer of smart benches, precisely: Steora Classic, Steora City and Steora Cyclo (hereinafter Product).

The present document contains warranty terms and conditions (hereinafter Warranty) for the Products made by Include as the Manufacturer, through which Include globally guarantees to the buyer of the Product (hereinafter Buyer) a proper functioning of the Product during a certain period from the date of Product's delivery to the Buyer (hereinafter Warranty period) provided that the Buyer strictly complies with all instructions contained in the "Installation manual" and "Maintenance manual" and refrains from any action or use described as undesirable or are advised against.

Include warrants the proper functioning of the Product in the following duration:

- 24 (twenty-four) months for all electronic assemblies of Products except for the Product's battery
  
- 36 (thirty-six) months for the corrosion resistance of the Product's metal construction
  
- 36 (thirty-six) months for the Product's battery

For purposes of this Warranty certificate, delivery shall be deemed executed on the date of the Product's acquisition of possession specified on the Buyer's invoice or similar proof of payment or delivery (hereinafter Delivery). The date also must be entered on this Warranty by the Manufacturer. If the Buyer purchases the Product through an authorized Retailer or Distributor, the Retailer or Distributor shall enter the exact date and his stamp and signature on this Warranty.

This Warranty applies to the Product: **Steora Classic smart bench**

with the serial No.:

If any defect due to defective materials or workmanship occurs within the Warranty Period, in accordance with the terms of this Warranty, and unless otherwise required by mandatory local regulations, the Buyer shall contact Include directly at the above stated contact information and follow received instructions or advices.

In order for Include to diagnose the problem, the Buyer must provide Include with remote access to the Product, in which case Include shall use the method of remote diagnostics of the Product. In order for Include to determine current condition of the Product and to determine with certainty the type of defect occurred to the Product, and what caused the damage, Buyer is obliged to provide Include, upon its request, with photo documentation. Depending on the type of defect, Include is authorized to decide whether they can remove it or repair it via an authorized service network (hereinafter ASN) in the area where the Product is located. If during the Warranty Period it is found that the Product is defective due to defective materials or workmanship, Include shall repair any such defects of the Product or have it repaired through its ASN, and if this is not possible, it shall replace the Product entirely or replace its parts, depending on the circumstances, at no charge. In the event of a replacement or a substantial repair of the Product, the Warranty Period begins to run from the beginning, after the replacement or substantial repair. In the event of minor repairs to the Product or part thereof, the Warranty Period is extended by a period equal to the period during which the Buyer is prevented from using the Product. If only a part of the Product is replaced or substantially repaired, the Warranty Period begins to run again for that part only. All original parts replaced during repair in accordance with this Warranty become the property of Include, and the newly implemented parts become the property of the Buyer. The period in which Include repairs or replaces the Product is legally prescribed.

Claims for the provision of Warranty services within the Warranty Period submitted under this Warranty are valid only after the Buyer presents a valid Warranty Certificate and proof of purchase of the Product, consisting of the original invoice or any other valid proof of purchase specified in the applicable national law, containing the Product name, date of purchase, model name, invoice number, and Product serial number.

The Product shall not be considered damaged if it has been modified in accordance with the applicable national or local technical or safety standards and/or network settings in force in any country other than the Republic of Croatia. The warranty does not cover such modifications or any damage resulting from such modifications.

Include guarantees the maintenance of the Product and all necessary components - spare parts within the Warranty Period or any other statutory period prescribed by applicable law.

This Warranty does not affect the Buyer's legal rights under applicable national or local laws.

The warranty is the property of the end Buyer, i.e., the Buyer who purchased the Product for their own needs. It becomes invalid if the end Buyer sells the Product or installs it in another Product for further use.

The warranty does not cover or include the following cases:

- wear and tear of the product structure due to daily normal use, imperceptible loss of colour pigmentation due to prolonged sun exposure, wear and tear of the USB port's metal housing due to frequent use of the mechanism and turning the cable on and off, wear and tear of the seating surface due to normal daily use;
- periodic inspection, maintenance and repair or replacement of parts in case of normal wear and tear;
- cases of cosmetic damage, including but not limited to scratches and dents, resulting in corrosion on the metal structure of the product;
- costs associated with the removal of the Product or its parts;
- cases of damage not due to production and manufacturing of the Product (including accidents, fire, chemicals, excessive heat, water, earthquakes, neglect, viruses, improper use, faulty input voltage, radiation, other external forces and shocks, etc.);

- cases of abuse, vandalism or improper use, including, but not limited to, use of the Product for purposes for which it was not intended or its use contrary to Include's "Installation manual " and "Maintenance manual";
- use of the Product with accessories, chargers or accessories that Include has not approved to be used with the Product;
- cases of improper or incomplete installation or installations in compliance with the current technical or safety standards of the Include "Installation manual";
- cases in which the model number, serial number or Product number on the Product has been intentionally altered, deleted, removed or damaged in a way that is not legible;
- cases of damage to the Product as a result of adaptation (or upgrade) of the Product (any hardware or software), except with a prior consent or instructions of the Include;
- damage that can be remedied by installing official software or software updates not provided by Include but are available free of charge on the market, and
- issues that can be solved using standard Include repair methods (remote or automatic control, parts that Buyer can install), and the Buyer refuses to use these methods or refuses to provide relevant passwords or security information about the Product required by Include while providing repair services, without good reason.

The warranty is not valid if the malfunction is due to improper use, poor maintenance, or if modifications or repairs have been made by persons not authorized by Include.

Include shall not be liable for any accident resulting from or caused by the use or loss of the Product, including, but not limited to, loss of service, replacement service costs, loss of profit or savings, and costs incurred as a result of third-party claims

This Warranty covers only the hardware components of the Product. The software to which Buyer License terms apply, is not included in the Warranty.

To avoid damage or loss/deletion of removable storage media or accessories, they must be removed before the Product is sent to Warranty Service. Include is not responsible for the Buyer's SIM cards, memory cards, CDs and DVDs or any other storage, content, data, existing Product settings or intellectual property that have not been removed from the Product prior to their delivery for repair (under Warranty or by special agreement).

To the fullest extent permitted by applicable national regulations, Include shall not be liable for any unsuccessful repairs resulting from detention, prevention or obstruction of the involvement of ASN members in the performance of obligations under this Warranty or from circumstances beyond the reasonable control, such as fire, flood, breakage, third party actions and other actions or incidents beyond Include's control, lightning strikes, high voltage damage, natural disasters, and actions that occur outside of normal operating conditions.

In the event of a repair of a Product carried out in order to eliminate damage or defects caused in any of the above excluded cases, the Buyer shall pay a fee for repair service, transport and parts. Reinstallation of the original software may be charged.

This Warranty Certificate and its interpretation are regulated by the law of the Republic of Croatia.

For Include Ltd.:

Signature and stamp

Date

For the Retailer/ Distributer:

Signature and stamp

Date

INCLUDE Ltd.

Smart City Solutions

VAT ID 87239495136

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