

## DEVIALET CARE

The Devialet Care guarantee (hereinafter referred as « the Guarantee ») is subject to the following modalities, which establish the contract concluded between you and DEVIALET, such as described below. Subject to the present modalities, your Guarantee covers:

- (i) Guarantee for Phantom: the damages to one Phantom as well as accessories included in the original packaging of the product Phantom;
- (ii) Guarantee for Silver Phantom: the damages to one Silver Phantom as well as accessories included in the original packaging of the product Silver Phantom.
- (iii) Guarantee for Gold Phantom: the damages to one Gold Phantom as well as accessories included in the original packaging of the product Gold Phantom

As such, it is stated that Phantom, Silver Phantom and Gold Phantom products (jointly hereinafter referred as « the Product ») will be subject to separate Guarantees.

Moreover, the present Guarantee only covers the Product to which it is attached.

Therefore, in case of several Products purchased, the purchase of a Devialet Care Guarantee shall be necessary for each concerned Product.

Within the framework of the Guarantee, you (hereinafter referred as « the Customer ») will benefit from customer service support and access to an online service for the Product. The activation of the Guarantee is subject to the registration of your unique memberships' number such as indicated on the card of membership supplied in the packaging of the Guarantee. The term of the Guarantee is for a period of thirty-six (36) months, ending on the date indicated on the confirmation of membership to the present Guarantee. The price of the Guarantee appears on the original invoice of the Guarantee.

### **A/ Scope of the Guarantee**

#### 1/ General scope

The present Guarantee will come into effect as from the registration of your unique number of membership. As part of the registration process, you will be asked to provide us with your email address as well as the name of the person appearing on the Devialet Care invoice. Pursuant to the present Guarantee, any defective Product may be replaced, at your request, by an equivalent Product in terms of functionality, in the limit of two exchanges, upon payment of an excess\*.

For further information, please refer to the pricing list available on the DEVIALET Website at [https://store.devialet.com/eu\\_fr/devialet-care.html](https://store.devialet.com/eu_fr/devialet-care.html)

It is specified for information purposes that the current price list from October 1st, 2015 is valid for any purchase of a Guarantee attached to a Product Phantom or Silver Phantom and that the amount is (i) 249€ for the purchase of a Guarantee and (ii) 199€ for the payment of an excess.

The Product will benefit from the same coverage than the previous Product for the rest of the coverage's duration of the Product. Replaced Product will become the property of DEVIALET from the day of dispatch of the replacement Product.

## 2/ Modalities of implementation

### - Assistance

Pursuant to the present Guarantee, you will benefit from the customer service support or from online service for the period covered by the present Guarantee.

For any complaints in respect to the Guarantee, contact our teams, at +33 9 75 18 67 60 (European territory) or +1 844 975 6718 (US territory) or by sending a letter to:

DEVIALET – Customer Service – 6 rue Ménars – 75002 Paris, France, or by contacting directly our teams through the use of the instant messaging system available on our website.

### - Replacement of Product

The defective Product can be replaced for the duration of the Guarantee. Contact our teams as mentioned above and we will arrange the transport of the Product, at our expense or return your Product to the DEVIALET' store where you purchased it.

Upon receipt of the Product, our team will establish the cause of the defect and will proceed to the replacement of the Product, subject that the defect is not within one of the exceptions from the Guarantee set out below.

## 3/ Disclaimer of Guarantee

The present Guarantee does not cover:

- Damages to the Product as a consequence of a voluntary act that damages the Product or its components;

- Damages related to the appearance of the Product, such as the state of cleanliness of the Product; and

- Theft or loss of the Product

## **B/ Your participation in the implementation of the Guarantee**

As part of the preliminary frame of the implementation of the Guarantee, you will have to provide information to us, such as:

- Your Guarantee membership number;

- The serial number of the Product;
- The purchase invoice of your defective Product; and
- Issues arising from the use of the Product.

If the problem remains unsolved, DEVIALET will proceed to the replacement of the defective Product upon receipt of the latter, subject that the Product does not fit into one of the aforementioned cases of exclusion.

### **C/ Transfer of the Guarantee**

The Guarantee and its attached rights are limited to one transfer. Any transfer of the rights attached to the present Guarantee is irrevocable and permanent. Any transfer of the Guarantee and its attached rights is subject to compliance with the following:

(i) The full documentation of the Guarantee must be provided (proof of the original purchase, documents included in the Guarantee's packaging, number of Guarantee membership) ;

(ii) To inform DEVIALET of the intended transfer, by mail to the following address: DEVIALET – Customer Service – 6 rue Ménars, 75002 Paris, France, or by email to [customercare@devialet.com](mailto:customercare@devialet.com).

Notice of the transfer shall include the number of membership, serial number of the Product, proof of the original purchase of the Guarantee transferred, full name of the person who benefits from the transfer as well as the address, telephone number and email address.

(iii) The beneficiary of the transfer must agree to the conditions of the Guarantee prior to the transfer.

In case of valid transfer, the transferred Guarantee will cover the Product of the beneficiary of the transfer for the covering period left.

### **D/ Termination of the Guarantee**

#### **1/ Implementation of the termination**

The termination of the present Guarantee can be implemented at any time and for any reason. Please contact us to terminate your Guarantee, by mail to DEVIALET – Customer Service – 6 rue Ménars 75002 Paris, France, or by email to [customercare@devialet.com](mailto:customercare@devialet.com).

#### **2/ Reimbursement**

Subject to the application of any local law, reimbursement will be made as follow:

- For any termination occurring within forty-five (45) days following the date of purchase or receipt of the Guarantee, DEVIALET will proceed to the full reimbursement of the Guarantee;

- For any termination occurring after forty-five (45) days following the date of purchase or receipt of the Guarantee, DEVIALET will proceed to a reimbursement on a pro rata basis of the number of covering days left.

DEVIALET reserves the right to terminate the Guarantee if the replacement of the Product is deemed to be impossible, for example in the case DEVIALET will no longer manufacture the concerned Product. In such case, DEVIALET will provide you with a written notice within thirty (30) days and will proceed to the full reimbursement of the Guarantee.

### **E/ Limit of liability**

To the maximum extent permitted by Law, DEVIALET, its employees and its representatives will not be liable to you or to the beneficiary of the transfer of the Guarantee for the consequential or second damages ensuing from obligations falling to DEVIALET.

### **F/ Legal Guarantee**

The rights ensuing from the Guarantee are without incidence on the rights of the consumer under applicable local laws and regulations, including the legal guarantee of conformity, and shall not limit the rights acquired by consumers under the Local law

### **G/ General provisions**

#### 1/ Obligations of DEVIALET

- (i) DEVIALET reserves the right to subcontract or outsource the services ensuing from the Guarantee to third parties without prejudice to the obligations which fall to DEVIALET under the Guarantee;
- (ii) Any breach or delay in the execution of the services shall not engage the liability of DEVIALET if the breach or the delay is attributable in an outside event from which the unpredictability and the irresistibility are established.

#### 2/ Confidentiality

- (i) For the purpose of improving the quality of our services, and in its only optics, DEVIALET reserves the possibility of registering all or part of the conversations between you and DEVIALET;
- (ii) You recognize and accept that DEVIALET may collect and process your data within the framework of the execution of the service covered by the present Guarantee;

(iii) You recognize and accept that DEVIALET may transmit the data collected to service providers or to one of its affiliated companies within the framework of the execution of the service covered by the present

Guarantee;

(iv) The collected data will be protected under the privacy policy of DEVIALET, accessible via our website to the following address: <http://www.deviolet.com/assets/V3/pdf/deviolet-privacy-policy.pdf>