

## General repair conditions Pagerservices

### 1 Definitions

1.1 In this document the following definitions apply:

- General repair conditions; hereafter: "conditions".
  - Pagerservices B.V., hereafter: "Pagerservices".
  - The contract party hereafter: "the dealer".
- 1.2 In this document under the definitions, the following should be understood:
- **The dealer:** Any legal entity or person who has or will become in a contractual relationship with. This is also the person or party paying the repairs (and/or services) to Pagerservices, that are not covered by warranty.
  - **The submitter:** Any legal entity or person who carries out the repair request, this may be the dealer or a, by the dealer, authorized customer.
  - **Products:** mobiles, central equipment, belongings and/or accessories that are offered to be repaired.
  - **Investigation:** inspection of the products to determine if the repair can be provided under the intended conditions and determining the nature/cause of the defect.
  - **Repair order:** an order to repair the product(s), initiated by the submitter, which will be established between Pagerservices and the dealer.
  - **Quotation:** a written proposal in which Pagerservices gives an indicative a repair price.
  - **Repair:** testing the product(s) and additional corrective work required to remedy the defect.
  - **Repair information:** All relevant information that the applicant must complete.
  - **Turnaround time:** The net duration of the repair.

### 2 Relevancy

- 2.1 These conditions apply to all offers, deliveries, shipments and all work carried out by Pagerservices in the context of repairing the products.
- 2.2 The conditions in this document must be treated as an addition to the "Pagerservices' Sales Conditions", also available on the website, which prevail on all offers, deliveries, shipments and all work performed Pagerservices regarding repair of products.

### 3 Submission of a repair order

- 3.1 Sending the goods to be repaired to Pagerservices, is considered a repair order.
- 3.2 By sending the products to Pagerservices, the submitter declares to be authorized to request for a repair and declares to accept the conditions as listed in this document.
- 3.3 Repair orders are only considered as accepted by Pagerservices, after Pagerservices have received, inspected and accepted the products to be repaired.
- 3.4 In case Pagerservices, prior to the actual repair, sent a quotation to the dealer, the repair order will only become effective AFTER a (written) acceptance of this quotation by the dealer.
- 3.5 Any additional agreements are only valid if agreed by or on behalf of Pagerservices made in advance and confirmed (in writing/e-mail) by Pagerservices.

### 4 Repairs

- 4.1 Pagerservices offers repairs on all products which she indicates in technical and economically perspective as 'repairable'.
- 4.2 Pagerservices will start the investigation of the goods to be repaired based on the complaints made by the submitter (in writing) in advance and will, if the need arises, do additional research.
- 4.3 Pagerservices will NOT perform a repair if the repair in the opinion of Pagerservices not feasible and/or doesn't make sense.
- 4.4 Pagerservices considered a product as not repairable and/or it doesn't make sense to carry out a repair if:
- a) The parts required for repair are no longer available.
  - b) The product exhibits far above the average of defects.
  - c) The product is technically irreparable.
- In such cases, Pagerservices reserves the right not to accept the repair-order which will communicated with the Dealer.

### 5 Submitter data

- 5.1 Upon submission of the repair request the applicant must submit in written, complete as possible data to Pagerservices, the following information needs to be provided:
- a) A clear and complete as possible a description of the symptoms identified, and other information that is helpful to be able to speed up the repair handling.
  - b) All the necessary product information to make a correct assessment possible of the 'repair request'.
  - c) The name and complete address of the submitter to be made available to Pagerservices, including e-mail address, telephone number and shipping information for return.
  - d) The contact details of the dealer by whom the submitter is authorized, also any system credentials under which the system is known by the dealer.
  - e) The product must have a good readable, original product label.
  - f) Name of the submitter on the repair request.

### 6 Pricing

- 6.1 If a repair is executed as an in-warranty repair and/or other warranty agreements are applicable, no repair costs are charged.
- 6.2 In all other cases, the repair is deemed to be an out of warranty (OOW) repair the dealer agrees to pay the cost for the repair and eventually shipments costs.
- 6.3 Regardless whether or not the product sent for repair is still in- warranty, and if it appears that after repeated study, no defect is found, a contribution for the investigation cost will be invoiced. The invoice is increased with the cost of return shipping.
- 6.4 If it is decided not to repair the product(s) (after being investigated by Pagerservices), a contribution for the investigation cost will be invoiced, plus the cost of return shipping.
- 6.5 In the event that for a repair no predetermined price has been given by Pagerservices, Pagerservices will give prior to the actual execution of the repair, a quotation to the dealer.
- 6.6 Only after a formal (written) acceptance of this quotation by the dealer any repair will take place.
- 6.7 Obvious incorrect price indications and/or are not legally binding.
- 6.8 If (whether or not after submission of the quotation) it is decided not to repair the product, the dealer will pay a contribution to the costs of research, plus the costs for return shipment.
- 6.9 If the dealer indicates to Pagerservices that the 'not repaired' products don't have to be returned to the submitter, no shipping costs will be invoiced. In this case the dealer (on behalf of the applicant explicitly sign away from the product(s) (including accessories) that have been sent to Pagerservices.
- 6.10 The current cost of investigation can be obtained by contacting Pagerservices e.g. use the contact form at the website.

### 7 Payment

- 7.1 The dealer will pay all net invoiced amounts including VAT, without discount, deduction, set-off or suspension in a manner as specified by Pagerservices.
- 7.2 Payment must be made in accordance with the agreed terms of payment.

### 8 Repair turnaround time (TAT)

- 8.1 Pagerservices indicates per product or per product-group regarding the maximum expected TAT.
- 8.2 Pagerservices aims to the finish the repair within the indicated TAT.
- 8.3 The products are in principle always repaired the In-house repair department of Pagerservices.
- 8.4 The TAT is the time measured between the moment the product is received at the Pagerservices' repair workstation until the time that it "leaves" Pagerservices.
- 8.5 The time that Pagerservices possibly is waiting for a response from e.g. the dealer or the submitter, does not count in the measurement of the TAT.
- 8.6 The indicated TAT has only an indicative purpose, no rights can be claimed from it.

### 9 Shipment and delivery of products

- 9.1 The submitter who sends the product(s), must ensure that the product(s) is/are packed well on a shock-pressure- resistant manner, which is in accordance with the vulnerability of the products. This means in any case that the products are well protected against damage during transport. It needs to be prevented products from sliding in the box.
- 9.2 The repair information must be added to the package.
- 9.3 When sending the goods to Pagerservices, the sender is responsible for damage/loss of the goods.
- 9.4 The (repaired) product(s) are delivered to the return address as indicated to Pagerservices.
- 9.5 Pagerservices cannot be held liable for delivery to an incorrect /changed address, if Pagerservices is not informed about it.
- 9.7 Cost of sending back the products are for the account of the dealer.
- 9.8 The dealer does (on behalf of the applicant) explicitly sign away any replaced/defective parts, therefore these are not returned to the submitter.
- 9.9 When sending the goods back to the submitter/the dealer, the sender (Pagerservices in this case) is responsible for correct packaging and shipment. (Eventually damage and/or loss).

### 10 Reclamation

- 10.1 The submitter shall verify immediately after receiving the goods if all products are delivered back, checked for any damage on packaging and/or products and if the repair is executed correctly.
- 10.2 Any complaints related to the repair or transport should be reported to Pagerservices within 5 (five) working days. this can be done via e-mail accompanied by photographs. After the expiry of the period of 5 (five) working days, claims are not accepted.
- 10.3 If the dealer believes that there are defects after delivery of the products, which were not present before the repair action, this should be reported and described in detail. Such to be reported by e-mail together with any photos.

### 11 Liability

- 11.1 Pagerservices is never obliged to pay any compensation to the dealer and/or submitter, unless there is intent or gross negligence of Pagerservices. Pagerservices shall in no event be liable for any consequential, or business damage caused by, or related with any repair performed by Pagerservices and/or (not) delivery/transport.
- 11.2 Pagerservices shall be in no event liable for product and/or transport damage if the dealer and/or submitter neglects the packaging requirements as mentioned in article 9 of these conditions.
- 11.3 The dealer accepts that he is responsible for creating backup copies of important software/firmware settings and/or other programming data to/in the products before the repair. The dealer hereby acknowledge that during the repair these data can be deleted.
- 11.4 The liability of Pagerservices will in all cases only be limited to the particular contract amount (cost of investigation and/or repair).
- 11.5 If damage to goods is caused by the actions of a third party (e.g. a carrier), Pagerservices will never be required to pay a compensation to the dealer which is higher than that Pagerservices itself will receive from that third party.

### 12 Warranty on repairs

- 12.1 The warranty on a repair is one month, starting from the moment of sending the products to the submitter. This repair warranty period doesn't have any influence on the 'factory-warranty'.
- 12.2 If, within 1 months after being repaired, the same symptoms/defects reoccur, Pagerservices will handle the product according the warranty guidelines. If the same cause of the defects/symptoms has been deducted, the product(s) is/are repaired again, free of charge. If it appears that there is no "repeat of a repair", so there are other defects than the previous repair, the dealer can choose to continue the repair as out of warranty repair. After re-repair, the warranty of 1 month applies again.

### 13. Language conditions

- 13.1 These conditions are only available in the English language. In case of interpretation-disputes please contact Pagerservices.

### 14 Disputes and applicable law

- 14.1 To this agreement between Pagerservices and the dealer exclusively the Dutch law is applicable.
- 14.2 All disputes between parties shall be settled by the competent court of the court in Den Bosch only.

### 15. Contact data

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