



Device: MUDITA BELL

# LIMITED WARRANTY

## Who is eligible for this warranty?

Mudita sp. z o.o. based in Warsaw (address: ul. Jana Czeczota 6, 02-607 Warsaw, Poland), hereinafter "Mudita", issues this free-of-charge commercial guarantee exclusively for the device purchased by the consumer.

## What is covered under this warranty?

This warranty covers covers material, design and workmanship defects of your device.

## What is the duration of the warranty?

The warranty period is as follows:

- 12 months (device);
- 6 months (device battery);
- 6 months (device accessories: USB-C cable);

starting from the date of the purchase of the new Mudita Bell by the consumer.

Please note that the warranty period shall not be extended if we repair or replace the unit or any part of it.

## What is not covered by the warranty?

- damage to the appliance caused by contact with food, liquids, moisture or chemicals;
- damage to the device when used in conditions of high pollution, high humidity or fluctuating temperature;
- mechanical damage (e.g., due to a fall or impact);
- the device if it has been repaired by an unauthorized person or entity;
- components of the device (such as the speaker or battery) when damage or scratches to the device are visible in areas where these components are located;
- damage caused by improper use or storage deviating from those detailed in the instruction manual;
- damage resulting from natural wear and tear (such as scratches, dirt, worn-out prints, corrosion);
- incompatibility of the device with other devices or accessories that are not recommended by Mudita;
- damage caused by the improper use of electricity or the use of chargers produced by other manufacturers;
- damage caused by external causes, such as accidents, misuse, or other actions or events beyond reasonable control;
- software distributed by us with or without our branding (including but not limited to system software, even if packaged or sold with the device);
- damage when the product does not function properly because it is not approved for use in the country in which you operate it, which may occur if you import the product;

This warranty does not cover the cost of cleaning, maintenance, technical inspection, and issuing a technical opinion on the device.

## How do I exercise my warranty?

To make a repair under this warranty, complete the form available on the website. In order to exercise your rights under this warranty, you will also need to provide proof of purchase of the device from Mudita or an official distributor (e.g. a legible VAT invoice or fiscal receipt, or proof of payment for the device with the order confirmation) fully identifying the device.

If the repair cannot be done remotely, the device will have to be delivered to a suitable repair site. Should the device be shipped, it must be in a package that reduces exposure to damage during transportation (it is recommended to use the original packaging). Address the package to Mudita sp.z o.o., ul. Jana Czeczota 6, 02-607 Warsaw, Poland.

## What exactly will be done?

We will respond to the complaint within 14 days of its receipt. We do our best to repair defects covered by this warranty and identified during the warranty period within 60 working days from the date of delivery of the device to the appropriate repair location. In unique cases, the repair time may be extended. In such a case, you will be notified in advance, and a new date of the repair will be indicated.

If we determine that the device cannot be repaired, the decision of whether to replace it with a new one or offer a refund will be made by us or our authorized repair service provider.

**IN THE CASE OF THE NON-COMPLIANCE OF THE ITEM SOLD WITH THE AGREEMENT, THE BUYER IS ENTITLED BY LAW TO LEGAL PROTECTION FROM AND AT THE SELLER'S COST. THE WARRANTY DOES NOT AFFECT THESE REMEDIES. THE WARRANTY DOES NOT AFFECT ANY OTHER CONSUMER RIGHTS YOU HAVE UNDER APPLICABLE LAW GOVERNING YOUR SUCH DEVICE PURCHASE.**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE DEVICE, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING LOST PROFITS.**

**TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. MUDITA IS NOT RESPONSIBLE FOR ANY DATA LOST DURING THE REPAIR PROCESS.**

## State and Country Laws

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, WE DO NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.**

Some states do not allow limitations on how long an implied warranty may last and/or exclusion of incidental or consequential damages, therefore this limitation and/or exclusion may not apply to you.

MUDITA SP. Z O. O., Jana Czeczota 6, Warsaw, Poland

KRS: 0000467620

VAT: 5252558282

REGON: 146767613