



Device: MUDITA MOMENT

# LIMITED WARRANTY

## Who is eligible for this warranty?

Mudita sp. z o.o. based in Warsaw (address: ul. Jana Czczota 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 the mechanical parts of the watch.

## What is the duration of the warranty?

The warranty period is as follows:

- 24 months (mechanical parts of the watch); starting from the date of the purchase of the new Mudita Moment watch by the consumer.

## What is not covered by the warranty?

- The warranty does not cover any scratches on the glass and the watch case, natural wear and tear of the strap, or any other damage resulting from improper use (including the buckle) - caused, for example, by the exposure to high temperatures, shocks, falls, exposure to magnetic fields, contact with detergents, cosmetics, etc.
- Water resistance is warranty only if the following components are not damaged: glass, watch caseback, crown and installed gaskets. In accordance with current DIN standards and the water-resistance scale, the markings on timepieces should be interpreted as follows:
  - 50m / 5ATM watch optimized for use in typical everyday situations: splashing with water, showering and swimming. No diving is allowed in the watch. Rinse the timepiece with fresh water after swimming. Do not operate the crown when the watch is wet.

Any unauthorized repairs or opening of the case will void the warranty.

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 Czczota 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.

**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.