



## GENERAL CONDITIONS REPAIR & SERVICES

### 1. Definitions

1.1 In this document the following definitions apply:

- ATUS General Conditions Repair & Services; hereafter: "Conditions".
- Atus BV hereafter: ATUS.
- The contract party hereafter: "The Atus Dealer".

1.2 In this document under the definitions, the following should be understood:

- **The Atus Dealer:** Any legal entity or person who has entered or will enter a contractual relationship with ATUS. This is also the person or party paying ATUS for the repairs (and/or services) which are not covered by warranty.
- **The Submitter:** Any legal entity or person who carries out the repair request; this may be "The Atus Dealer" or a by "The Atus Dealer" authorized customer.
- **Products:** Mobiles, Central Equipment 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 for repair of the product(s), initiated by the Submitter, being an agreement between ATUS and "The Atus Dealer".
- **Quotation:** A written proposal in which ATUS gives an indicative repair price.
- **Repair:** Testing the Product(s) and additional corrective work required to remedy the defect.
- **Repair order form:** The RMA form that the applicant must complete.
- **Turn Around 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 ATUS in the context of repairing the Products.

2.2 The Conditions in this document must be treated as an addition to the "Atus General Conditions Of Sale" as specified in the document: ATUS General Conditions Of Sale "AGCS\_1525" which prevail on all offers, deliveries, shipments and all work performed by ATUS regarding repair of products.

### 3. Submission of a Repair order

3.1 Submitting an application for a Return Material Authorization (RMA) and/or (then) sending the goods to be repaired to ATUS, is considered a Repair Order.

3.2 By sending the Products to ATUS, the Submitter declares to be authorized to request for an RMA and declares to accept the Conditions as listed in this document.

3.3 Repair orders are only considered as accepted by ATUS, after ATUS have received, inspected and accepted the Products to be repaired.

3.4 In case ATUS, prior to the actual repair, sends a Quotation to the "The Atus Dealer", the repair order will only become effective AFTER a (written) acceptance of this Quotation by "The Atus Dealer".

3.5 Any additional agreements are only valid if agreed by ATUS or by an authorized person on behalf of ATUS and made in advance and confirmed (in writing/email) by ATUS.

### 4. Repairs

4.1 ATUS offers Repairs on all Products which she indicates in technical and economically perspective as 'repairable'.

4.2 ATUS will start the investigation of the goods to be repaired based on the complaints made in advance (in writing) by the submitter and will, if the need arises, do additional research.

4.3 ATUS will NOT perform a repair if the repair in the opinion of ATUS not feasible and/or doesn't make sense.



- 4.4 ATUS considers a product as not repairable and/or it does not make sense to carry out a repair if:
- The parts required for repair are no longer available.
  - The product exhibits far above the average of defects.
  - The product is technically irreparable.
- In such cases, ATUS reserves the right not to accept the Repair order which will be communicated with the "The Atus Dealer".

## 5. Submitter data

- 5.1 Upon submission of the RMA request the Applicant must complete the RMA form provided by ATUS, and provide the following information:
- A clear and complete as possible description of the symptom identified, and other information that is helpful to be able to speed up the repair handling.
  - All the necessary product information to make a correct assessment possible of the 'repair request'.
  - The name and complete address of the submitter as indicated on the RMA form made available by ATUS, including email address, telephone number and shipping information for return.
  - The Contact details of "The Atus Dealer" by whom the Submitter is authorized, also any system credentials under which the system is known at "The Atus Dealer"
  - The Product must have a good readable original product label.
  - Signature of the Submitter on the RMA form.

## 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 repair and "The Atus Dealer" agrees to pay the repair and possible shipments costs.
- 6.3 Regardless whether or not the product sent for repair is still "In Warranty", if it appears that after repeated study that no defect is found (NFF), a contribution in the investigation cost will be invoiced.  
The invoice will be increased by the cost of return shipping.
- 6.4 If it is decided not to repair the product(s) (after being investigated by ATUS), 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 ATUS, ATUS will send, prior to the actual execution of the repair, a Quotation to "The Atus Dealer". Only after a formal (written) acceptance of this Quotation by "The Atus Dealer" any repair will take place.
- 6.6 Obvious incorrect price indications will not be legally binding.
- 6.7 If (whether or not after submission of the Quotation) it is decided not to repair the product, "The Atus Dealer" will pay a contribution to the costs of research, plus the costs for return shipment.
- 6.8 If "The Atus Dealer" indicates to ATUS that the 'not Repaired' Products don't have to be returned to the Submitter, no shipping costs will be invoiced.  
In this case "The Atus Dealer" (on behalf of the Applicant) explicitly surrenders the Products (including accessories) that have been sent to ATUS.
- 6.9 The current cost of investigation can be found in the Repair Pricelist, which is available at ATUS.

## 7. Payment

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



## **8. Repair Turn Around Time**

- 8.1 ATUS indicates per Product or per Product group the expected Turn Around Time (TAT).
- 8.2 ATUS aims to finish the repair within the indicated Turn Around Time.
- 8.3 The Products are in principle always repaired in the Atus Repair Centre. If it is needed we sent the repair to the factory; the consequence may be that the TAT increases.
- 8.4 The Turn Around Time is the time measured between the moment the Products is received at the Atus Repair Centre until the time that it "leaves" ATUS.
- 8.5 The time that ATUS possibly is waiting for a response from e.g. "The Atus Dealer" or the Submitter is not part of the measurement of the Turn Around Time.
- 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 Products are packed properly in 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. Sliding of the Product(s) in the box should be prevented.
- 9.2 The RMA form must be added to the package. The RMA number must be made visible on the outside of the box.
- 9.3 When sending the goods to ATUS, the sender is responsible for damage to and/or loss of the goods.
- 9.4 ATUS will notify "The Atus Dealer" and the Submitter via email that the repair is completed.
- 9.5 The (repaired) Products are delivered to the (last known) return address, which was indicated to ATUS.
- 9.6 A change of address or relocation should be notified to ATUS in time. ATUS cannot be held liable for delivery to an incorrect /changed address, if we are not correctly informed.
- 9.7 Cost of sending back the products are for the account of "The Atus Dealer" and are calculated per RMA.
- 9.8 "The Atus Dealer" does (on behalf of the Applicant) explicitly surrender any replaced/defective parts; therefore these will not be returned to the Submitter.
- 9.9 When sending the goods back to the Submitter/The Atus Dealer, the sender (ATUS in this case) is responsible for correct packaging and shipment and possibly 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 ATUS within 5 (five) working days.  
This can be done via Email accompanied by photographs.  
After the expiration of the period of 5 (five) working days, claims will no longer be accepted.
- 10.3 If "The Atus 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 email supported with photographs.

## **11. Liability**

- 11.1 ATUS is never obliged to pay any compensation to "The Atus Dealer" and/or Submitter, unless there is intent or gross negligence of ATUS.  
ATUS shall in no event be liable for any consequential, or business damage caused by or related to any repair performed by ATUS and/or delivery/transport.
- 11.2 ATUS shall in no event be liable for product and/or transport damage if "The Atus Dealer" and/or Submitter neglects the packaging requirements as mentioned in Article 9 of these Conditions.
- 11.3 "The Atus 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 Atus Dealer" hereby acknowledges that these data can be deleted during the Repair.



- 11.4 The liability of ATUS is in all cases 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), ATUS will never be required to pay a compensation to "The Atus Dealer" which is higher than that ATUS 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 does not have any influence on the 'factory-warranty'.
- 12.2 If, within 1 month after a product being repaired, the same symptoms/defects reoccur, ATUS will handle the product according the warranty guidelines. If the same cause of the defects/symptoms has been found, the product is repaired free of charge. If it appears that it is not a "repeat of a repair", so there are other defects found than the previous repair, "The Atus Dealer" can choose how to continue the repair. After repeat repair, the warranty of 1 month applies again.

## **13. Language Conditions**

- 13.1 These Conditions are available in the English and Dutch language. In case of interpretation-disputes or other deviations in text, the English version prevails.

## **14. Disputes and Applicable Law**

- 14.1 To a Repair order between ATUS and "The Atus Dealer" exclusively the Dutch law is applicable.
- 14.2 All disputes between parties shall be settled by the competent court of the Court in Breda only.

## **15. Contact data**

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