

## **Zenith Extended Warranty Terms**

Version 1.0 Published on 22.07.2024

#### 1. What is this document?

This document serves as a warranty statement provided by UAB "ZEN.COM" with its registered office at Lvivo g. 25-104, LT-09320, Vilnius, Lithuania, to you, an active Zenith Card user. It outlines the rights and obligations pertaining to the warranty.

# 2. What is the Zenith Warranty?

Subject to the terms provided herein, ZEN will cover the repair costs of an eligible item for malfunctions that are within the scope of the warranty.

This warranty is an additional benefit connected to your Zenith Card and is effective as long as you hold an active Zenith Card. The warranty is a complementary and free of charge benefit connected to your Zenith Card ownership; it cannot be purchased, sold, or cancelled separately. The warranty does not affect your legal remedies available against the seller or the manufacturer of the product.

The warranty will end when the Zenith Card used in the purchase of the product is cancelled or when the warranty period for a product expires. Please click here for the terms applicable to your Zenith Card.

This warranty is non-transferable and applies solely to you as the original purchaser of the product.

### 3. What is being covered?

Subject to other conditions specified herein, the warranty covers products which:

- (a) have been charged fully (100%) to your Zenith Card;
- (b) have been sold by a company that is registered in the European Union, the United Kingdom, Norway or Switzerland (other than a Duty-Free Zone);
- (c) is intended for commercial use in the country of residence of the Zenith Card user; and
- (d) is an eligible item according to the conditions provided below.

Head Office: UAB ZEN.COM. Lvivo g. 25-104, LT-09320, Vilnius, Lithuania Registration Number: 304749651, VAT number: LT100011714916

www.zen.com, e-mail: office@zen.com

The following products can be eligible for the warranty: Audio and video equipment including televisions, home cinema projectors, home entertainment systems, cameras, video cameras, GPS systems, mobile telephones, electric gardening tools, communication and computing items (such as desktop PCs, laptops, monitors, photocopiers, fax machines, scanners, game consoles, modems, notebooks, tablet computers), computer software and other accessories to computers not fully assembled by the manufacturer, Electrical household appliances including washing machines, tumble/washer dryers, dishwashers, cookers, ovens, refrigerators, vacuum cleaners, clothes irons, toasters, electric toothbrushes.

The warranty covers internal malfunctions of an eligible product which would have been covered by the terms of the original manufacturer's warranty. The malfunction must be caused solely due to a defect in the material or workmanship of the product which results in a failure of the eligible product to operate for the purpose for which it was designed.

The warranty period begins on the day after the original manufacturer's warranty (which cannot be more than 36 months) expires and ends 24 months thereafter. Even if the original manufacturer's warranty is granted for more than 36 months, the extended warranty period does not extend beyond 60 months after the date of purchase.

#### 4. What is not covered?

- (a) Non-electrical items,
- (b) Motorised vehicles of any kind, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories for any of these items and consumable products necessary to their use and maintenance.
- (c) Boilers or furnaces.
- (d) Genuine goods sold through unauthorized channels in direct competition with authorized distributors.
- (e) Items which do not have an original manufacturer's warranty valid in the European Union, the United Kingdom, Norway or Switzerland (other than a Duty-Free Zone).
- (f) Items which do not have a specification or that are not available in the European Union, the United Kingdom, Norway or Switzerland (other than a Duty-Free Zone).
- (g) Items not bought as new, or modified, rebuilt or refurbished items.
- (h) Items which are purchased for resale.
- (i) Items that are specified by supplier as a consumable item or items that shall be thrown away after usage, included, but not limited to bulbs, fuses, batteries, filters, belts, bags and printing cartridges.
- (j) Installation or rebuild expenses or changes on an item.
- (k) Cleaning expenses, included, but not limited to filter on a washing machine, video and cassettes.
- (l) The cost of rectifying blockages (except in the cooling system of refrigeration equipment).
- (m) Costs incurred in disposing of an item.
- (n) Any costs incurred in gaining access for repair to any appliance that has been

- incorporated into fitted units.
- (o) Expenses linked to supplier's withdrawal of a product.
- (p) Expenses linked to repairs caused by routine service, inspections or installations, or call out charges where an authorised repairer cannot find any fault with the item.
- (q) Items permanently affixed to the home or office.
- (r) Corrosion.
- (s) Any costs other that those specifically covered under the terms of the original manufacturer's written repair warranty.
- (t) Any accidental damage, including drops, spills, or mishandling.
- (u) Any loss of data, software, or other digital content stored on the product.
- (v) Any use of the product in a manner inconsistent with the user manual or other documentation provided by the manufacturer.
- (w) Any modifications or repairs performed by a third party not authorized by the manufacturer of the product or the manufacturer's service.
- (x) Any damages caused by natural disasters, including but not limited to lightning, flood, earthquake, or other external causes.
- (y) Any cosmetic damage, scratches, dents, or degradation of materials due to normal wear and tear
- (z) Any consumable parts such as batteries unless they are defective due to materials or workmanship.

### 5. What are the exclusions?

This warranty does not cover:

- i. Products or malfunctions that do not satisfy all the requirements provided under Section3, or that are listed under Section 4 of this warranty statement.
- ii. Claims where you have not provided the necessary documentation as requested by ZEN or where you have not been able to provide sufficient evidence to show that the product or the malfunction is covered by this warranty.
- iii. Products which have not been purchased with a Zenith Card. The complete purchase amount must have been paid for by using an active Zenith Card.
- iv. Malfunctions that have occurred or claims that are filed after the Zenith Card that was originally used for the purchase became inactive. The periods of inactivity shorter than 1 continuous month at a time (for example, inactivity due to card renewal) does not affect the eligibility of the claim.
- v. Any circumstances known to you before you activate your Zenith Card which could reasonably have been expected to lead to a claim under this warranty.
- vi. Claims that are made or malfunctions that have occurred outside of the warranty period.
- vii. Malfunctions which have been deliberately caused by you or as a result of your unlawful or criminal actions.
- viii. Any loss (including loss of earnings, business, or enjoyment), damage or additional expense (including any cost you may incur to contact us in order to make the claim or to collect and submit the required documentation) other than the cost of repairing the

- product that is covered by the warranty.
- ix. Any claim that is covered by the manufacturer's warranty or an insurance policy, or any other similar source.
- x. Any costs you would have been required or been expected to pay if the event resulting in the claim had not happened.
- xi. Loss, destruction, or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed.
- xii. Any virtual currency including but not limited to cryptocurrencies, including fluctuations in their value.
- xiii. Any circumstance whereby providing any payment or other benefit pursuant to this warranty would be against applicable laws, regulations, or sanctions.

### 6. What are the limitations?

- (a) Number of Claims: You are limited to a maximum of two (2) claims per year under this warranty.
- (b) <u>Total Claims Value</u>: The total value of all claims made by you under this warranty cannot exceed EUR 5,000 in a calendar year.
- (c) <u>Single Claim Limitation</u>: The maximum reimbursement for a single product is capped at the original purchase price of the product or EUR 5,000, whichever is lower.
- (d) <u>Eligibility Requirement</u>: The eligibility for this warranty is contingent upon you maintaining an active Zenith Card. If you cancel your Zenith Card or your Zenith Card becomes inactive for any reason for a continuous period of more than 1 month, the warranty will no longer apply for items that were purchased with that Zenith Card.

### 7. How do I register my product for the warranty?

After you complete your purchase of an eligible product with your Zenith Card, you will have 90 days from the date of purchase to file the application form to register your product for the extended warranty. If you do not successfully submit your form within this period, you will not be able to claim the benefits of the extended warranty for that product.

You can submit the form to register your product by selecting the eligible purchase from your transaction history, or using the "+" or "register first product" buttons on the "Extended Warranty" page of your ZEN mobile app.

Once you select the product you would like to register for the warranty, our system will do a preliminary check for the eligibility of the product. If successful, you will be forwarded to a short registration form where you will need to provide the name and model of the product, the length of the original manufacturer's warranty period, photo(s) of the product, photo(s) of the serial number of the product and a scan or a photo of the receipt or invoice of your product. All photos and scans must be clear and legible.

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You may save the form without completing it and come back later. However, please remember that your application to register your product will not be finalized unless you complete and send the form within the 90-day period after purchase.

After you submit your registration form, the product will be shown on your ZEN mobile app, under the "Applications" tab of your Extended Warranty page. You can follow the application status from this page. We may ask you to submit additional documents or correct some documents you have already submitted. In this case, you will be given an additional period to complete the missing information and documents.

We will inform you once you have a decision about your application. If your application was rejected, the reason for rejection will also be shown on this page. You have the option to appeal to this decision, by using the relevant button on this page.

## 8. How can I apply for the warranty?

To initiate the warranty claim process, please follow these steps:

- (a) <u>File a Claim:</u> After incurring damage within the scope of the warranty, you can file a claim via our mobile app. You can find the "claim" button on the "Products" section of the "Extended Warranty" tab. This will provide you with detailed instructions and a link to the service form available on our website. You can also use a document that the service point performing the repair may provide. If you are using the service point's form instead of ours, please make sure that the document contains all of the following details:
  - i. the product serial number,
  - ii. description of the fault and the repair that was performed
  - iii. the total cost of the repair, and
  - iv. the method of payment.
- (b) <u>Perform the Repair:</u> Upon filing the complaint, you are required to proceed with the repair of the damaged item at a service point which has been authorized by the manufacturer of the product. Once the repair is completed, you must have the service form mentioned on subsection (a) above signed by the service center who has performed the repair. If you have not paid for the fix by using a ZEN Card, you will also need to provide us with the confirmation of the payment you have made for the repair to the service center.
- (c) Attach the Documents: After obtaining the signed service form and the confirmation of the payment, you can now file a request for reimbursement on your ZEN mobile app by attaching the requested documents. This step is crucial for us to verify the eligibility of your claim and proceed with the warranty process.
- (d) <u>Verification Process</u>: Upon receiving the request for reimbursement, we will review the provided information and documents to verify if the issue falls within the scope of the warranty coverage. Our team will assess the eligibility of your claim based on the description provided. We may ask for additional information or documents if the eligibility of the product or the fix is not clear based on the information provided by you.

Your application for reimbursement will be reviewed within 15 business days after you have submitted all the requested information and documents. We may refuse reimbursement if it becomes apparent that the product or the fix is not covered by the warranty pursuant to these terms. If your request for reimbursement is successful, the cost of the repair (subject to limitations provided in these terms) will be credited to your ZEN account.

By following these steps, you can ensure a smooth and efficient process for receiving your reimbursement for the cost of the repairs performed on your product. Should you have any further questions or require assistance, please don't hesitate to reach out to our customer support team for assistance.

## 9. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Poland.

#### 10. Modification

ZEN reserves the right to modify or amend these terms and conditions at any time by issuing a 14 calendar days' notice. The notice will be sent to your e-mail address.

If we terminate the extended warranty program, the warranty for the products that were purchased while the warranty statement was still in effect will remain valid until the end of the relevant warranty period.

By applying for the warranty, you acknowledge that you have read, understood, and agree to be bound by the terms of this warranty statement. If you do not agree with any part of these terms and conditions, do not file a claim under this warranty statement.