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# COMMERCIAL WARRANTY

## THE COMMERCIAL WARRANTY

This warranty is to be considered a commercial warranty.

This commercial warranty does not jeopardise in any way the rights expressly envisaged for consumers by applicable legislation on the sale of movable consumer goods and, therefore, consumers can still exercise such rights vis-à-vis the seller, according to the terms and conditions envisaged by said legislation.

Notwithstanding the above, this commercial warranty describes the exclusive remedies available to consumers in relation to the products covered thereby.

## COVERAGE UNDER THE WARRANTY

Under the conditions set forth below, the single-member company Cellular Italia S.p.A., having its registered office in Italy in Reggio Emilia, Via G. Lambrakis n. 1/A, VAT No. 08026760960 (hereinafter referred to as “**Cellularline**”), guarantees to the consumer/end user (hereinafter referred to as “**End User**”) the conformity of the product indicated below (hereinafter referred to individually as “**Product**” and collectively as “**Products**”) to the declared characteristics and that they are free from faults and defects (*i.e.*, the maximum warranty period envisaged by law for consumers; in EU countries, for example, such period is 24 months), as long as such products were purchased from 1 October 2017 onwards:

### CASES:

TETRA FORCE SHOCK-TWIST

TETRA FORCE STRONG TWIST

TETRA FORCE SHOCK-TECH

CLEAR DUO

CLEAR STRONG

TETRA FORCE BOOK-ADVANCE

TETRA FORCE SHOCK ADVANCE

AIR FRAME

GLOSS

THIS COMMERCIAL WARRANTY ONLY COVERS THE AFOREMENTIONED “CELLULARLINE” BRANDED PRODUCTS PURCHASED FROM 1 OCTOBER 2017 ONWARDS, SPECIFICALLY EXCLUDING ANY PRODUCT OTHER THAN THOSE MENTIONED ABOVE AND/OR PURCHASED ON A DATE PRIOR TO THAT INDICATED ABOVE.
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Such Products, under normal conditions of use, shall be guaranteed against conformity defects for an unlimited period, following the expiry of the statutory warranty period envisaged by applicable law, as shown on a valid VAT receipt (*i.e.*, till receipt or invoice).

For the purposes of this warranty, a **“Defect”** is defined as a defect in conformity that appears even though all precautions regarding installation and maintenance of the Product have been taken, or under its normal conditions of use.

In the event that, following the statutory warranty period envisaged by applicable law, the End User discovers a Defect, Cellularline, under the conditions as per this warranty, undertakes to replace the malfunctioning Product, without any cost charged to the End User except for transport costs, with an identical product or, in the event that it is out of stock or no longer in production, with a product of the same commercial value.

## ACTIVATION CONDITIONS

In order to activate this conventional warranty, the End User must send the following documentation by registered post to: Ufficio tecnico c/o Cellular Italia S.p.A., via Lambrakis 1/A, 42122, Reggio Emilia (RE), Italy:

- I. valid VAT receipt (invoice, till receipt);
- II. printout of the photograph proving the Product Defect;
- III. PDF form (to download from [http://www.cellularline.com/\\_/guaranteed-for-life](http://www.cellularline.com/_/guaranteed-for-life)) complete with the following information:
  - a. personal details (name, surname, address, telephone)
  - b. which telephone the product was purchased for:

Cellularline reserves the right to ask the End User to send the faulty Product for a more detailed examination of the reported Defect.

## WARRANTY LIMITATIONS AND EXCLUSIONS

This commercial warranty shall not apply:

- (i) if the End User cannot provide proof of purchase which confirms that he/she is the original purchaser of the Product and which shows the date and place of original purchase.
- (ii) if the Product was purchased prior to the date of 1 October 2017.
- (iii) if the Defect was caused by and/or derives from:
  - (a) improper use or use that does not conform to the instructions provided in the user manual or on the Product packaging;
  - (b) impacts, accidents, carelessness, negligence;
  - (c) alterations due to humidity or spillage of liquid substances or exposure to heat sources;
  - (d) use of the Product with accessories, products, services, software, adapters, installations or equipment not expressly approved or supplied by Cellularline specifically for use with the Product model;
  - (e) any factor not attributable to the Product itself (e.g., if a case is damaged due to a fall);
  - (f) normal wear of the Product or of a component of the Product that is worn down or run out over time (e.g., aesthetic alteration of the rubber material, such as yellowing, etc.);
- (iv) if the Product or a Product component has been opened, modified or repaired by a person who has not been authorised by Cellularline, or if signs of tampering are found on the seals or serial numbers;
- (v) if the Product shows visible surface damage (including - but not limited to - cracks, dents, scratches, etc.).
- (vi) to replaced products in accordance with this commercial warranty.

This commercial warranty is offered by Cellularline exclusively to the End User intended as a natural person who uses the Product for purposes that are not part of any entrepreneurial, commercial, hand-crafting or professional activities that he/she may perform, and shall not apply if the Product was purchased by the End User for resale or rental to third parties.

This commercial warranty is offered by Cellularline exclusively to the End User who originally purchased the product and is not transferable to third parties.