

Warranty Terms for Silver Monkey and Silver Monkey X Products

Definitions

01. In the warranty terms, we use these terms:
- we - the manufacturer that provides a warranty for the product. Our full information:
Silver Monkey sp. z o.o., ul. Twarda 18, 00-105 Warsaw, Poland;
District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register;
National Court Register number (KRS): 0000499014;
Tax Identification Number (NIP): 5252579999; share capital PLN 5,000.
 - you - the buyer; a natural or legal person or an organizational unit without legal personality that bought the product;
 - product - Silver Monkey and Silver Monkey X (SMX) products covered by the warranty.

What the terms of the warranty are

02. The warranty period for the product, depending on its type, is:
- 60 months:
 - SMX Crisp, SMX Crisp Dual and SMX Frosty processor coolers.
 - 36 months:
 - SMX Breezy, SMX Snowy processor coolers.
 - 24 months:
 - GSM accessories (cables, wires, chargers, phone holders);
 - material accessories (bags, backpacks, cases, mousepads);
 - chairs and desks;
 - computer peripherals (keyboards, mice, headphones);
 - computer cases;
 - desktop
 - computer accessories (cables, hubs, adapters, disk cases).
 - 12 months:
 - cleaning products;
 - power banks.
 - indefinite period or until the colorant has been used:
 - consumables for printers (toners and inks).
03. The warranty period starts on the date on which we hand over the product to you.
04. The warranty is valid in Poland, Germany, Slovakia, the Czech Republic, Spain, Italy, France, Romania, Austria and the Netherlands. In cases not stated in the warranty terms, Polish law applies.
05. The warranty does not exclude, limit or suspend the consumer's rights resulting from the provisions on the implied warranty.
06. The warranty terms are valid from May 30th, 2023.

What the warranty covers

07. The warranty covers physical defects of the product. We undertake that during the warranty period we will repair these defects free of charge, and if this is not possible – we will replace the product with a new one or refund your money.
08. We will not always be able to replace the product with an identical one. We can choose another one instead, for example, of a different color or with a different specification – but not worse than the one that has been damaged.

What the warranty does not cover

09. The warranty does not cover mechanical damage and related faults. It is damage caused, for example, by:
- the conditions under which you use the product, for example, extreme heat or cold, the presence of dirt or dust, contact with chemicals, liquids, external ionizing radiation or a magnetic field;
- REMEMBER: If you use the product, for example, during renovation, and the damage is caused by dust inside the case or solvent spill, the warranty will not cover it.
- using, transporting or storing the product not in accordance with the manual and our other instructions or conducting independent and incorrect installations and maintenance of the product;

❗ REMEMBER: Perform regular product maintenance.

- c) using the product contrary to its intended use.
10. Under the warranty, we do not bear any liability for:
- a) data and software (including any licenses), including their recovery or restoration, that you may lose due to a fault of the product;
 - b) damage caused by a defective product if you use it wrong, or the benefits lost in connection with it;
 - c) accessories that you connect to the product which were not included in the original set.

How can you file a complaint

11. If you find a defect in the product, please report it to us within 14 days.
12. Prepare an invoice, receipt, or another purchase document.
13. You can file a complaint:
- a) via the form on the x-kom website: www.x-kom.pl/serwis;
 - b) in any x-kom store – you'll find a list of them on the website: www.x-kom.pl/kontakt.
14. When we get your complaint, we will inform you – in person at the store or by e-mail – what should you do next.
15. Return a complete, securely packed product with all accessories:
- a) at our cost, by the carrier we indicate (does not apply to a desktop computer);
 - b) to an x-kom store.

❗ REMEMBER: You don't have to pack the product in the original packaging, but we recommend that you do so. If you use different packaging, make sure that the product is packed safely, for example, with bubble wrap or polystyrene.

16. If you don't return all the set components and accessories to us, we may refuse to repair the product or we may ask you to return the remaining elements to us. In such case, we may need more time to diagnose and repair the product.

❗ REMEMBER: Problems with the product may be related to accessories or damage of the additional components, so we need a complete set.

How do we repair the product

17. We usually repair your product within 21 business days. We count the repair period:
- a) from the moment the product arrives at our service point;
 - b) until we order the product's shipment to a courier company or send it to the x-kom store.
18. We repair the product within this period provided that:
- a) you file a complaint via the website: www.x-kom.pl/serwis or in an x-kom store;
 - b) you fill in the complaint form correctly;
 - c) you return the product with all accessories to us, preferably in the original packaging.
19. We may extend the repair period if we need to get replacement parts. In such case, we will inform you about it.
20. When we have completed the repair, you have 30 days to collect the product. If you don't do this, we will inform you in writing of the period extension – 14 days – to collect the product. After this time, we may charge you a fee for storing the product. The fee is 5% of the rate for 1 square meter of warehouse space in Częstochowa for each month of storing the product.
21. Damaged parts which we replace with new ones during the repair become our property and you can't buy them back from us.

What do we do with damage which is not covered by the warranty

22. If we find that your product works fine or the warranty doesn't cover the damage, we may charge you for transport, diagnostic and materials used for the diagnostic.
23. When we find damage which the warranty doesn't cover, we will inform you. If it's possible to repair it, we will present you the method of repair, its cost and approximate time. We will ask if you agree to the paid repair.
24. If you decide to pay for the faults' repair, we will repair the product and restore your warranty.

When the warranty is no longer valid

25. The warranty ceases to apply if:
- a) you repair or improperly alter the product outside our service point;
 - b) you damage the security seals of the product;
 - c) we find mechanical damage which is not a physical defect and which was caused by your fault;
 - d) you cover or remove the product's serial numbers or parts of it;
 - e) you connect other devices and use them not in accordance with their manuals.

Other informations

26. In cases not stated in the warranty conditions, generally applicable law shall apply.

Technical support and service point

Serwis x-kom Sp. z o.o.
ul. Bojemskiego 25
42-202 Częstochowa, Poland
serwis@x-kom.pl