

Guarantee processing

Please be aware of the following points: are the accessories which are included in the scope of delivery incomplete or defective? Do you have additional questions or problems with the repair notification? Our Falk Hotline (+49) 1805 – 32 55 46 (€0.14/min. from German landlines; calls from mobile phones will not cost more than €0.42/min.)

Lines are open from:

Mondays - Fridays 8.00 am – 8.00 pm

Saturdays 9.00 am – 6.00 pm

Important:

- Please note that a service fee of EUR 25.00 will be charged in the event of a culpable and unjustified return of goods. You will at liberty to prove that no loss was incurred or that the loss was significantly less.
- Before sending your GPS system, please ensure that the anti-theft protection is deactivated or it will be impossible to trace and repair the defect.
- Please include the cable for recharging from the car battery and, if available, the cable for recharging from the mains in the package you return.

All consignments sent to another address cannot be processed.

1. Warranty

1.1 Note

We wish to point out that statutory warranty rights only apply between you as the purchaser of the product (hereinafter called the "Purchaser") and the seller from whom the Purchaser bought the product. If the Purchaser bought the product directly from United Navigation GmbH (hereinafter called "UN"), UN is the Purchaser's direct point of contact. In other cases UN accepts a restricted guarantee in accordance with Clause 2 in respect of end-customers (but not in respect of distributors and intermediate dealers). Thus in the event of defects in the product end-customers may contact UN even if they did not purchase the product directly from UN. The statutory warranty rights exist quite independently in accordance with what was agreed between the parties to the purchase contract and alongside this guarantee by UN.

1.2 The Purchaser's rights in respect of defects

If the product lacks the agreed attribute, is unsuitable for the commonly accepted and customary use or lacks the properties which Purchasers' may expect from UN's public statements of UN, the latter, at its option and within a reasonable grace period set by the Purchaser, will render subsequent performance at its own expense by way of rectification of the defect or supply of a defect-free item. Multiple subsequent performance within the reasonable grace period set by the Purchaser is permissible. If subsequent performance is not possible or does not take place or

fails within the period set by the Purchaser, the Purchaser may withdraw from the contract or reduce the purchase price at his option.

1.3 Costs

UN will bear the costs arising from the subsequent performance including the costs of testing, repair and/or the replacement part including despatch to the Purchaser.

1.4 Service fee

If the customer's rejection proves to be unjustified (NPF = no defect could be found / OOW = no guarantee) and if the customer caused this culpably, the customer must pay a lump sum service charge of EUR 25.00 to the Service Center for the necessary testing work and despatch costs in the Service Center retained by UN for the work. The customer is at liberty to prove that no loss was caused at all or that the loss was significantly less.

This does not apply in the event that the Service Center was instructed to carry out the repair. In this case, the costs as set out in the Service Center's Terms and Conditions will be invoiced to you.

1.5 Prescription period

The prescription period for the above claims is two years from receipt of the product. Notwithstanding the above, the prescription period is one year if the Purchaser is not a consumer (for example a distributor or intermediate dealer).

1.6 Limitation of liability

UN is not liable for damage to the product arising from natural wear and tear, unsuitable or improper use or use other than the use stipulated in the contract, excessive loads or improper alteration, rectification of defects or maintenance work by the Purchaser or third parties or from incorrect or careless treatment in so far as these cannot be attributed to faults on the part of UN. Irrespective of the cause in law, UN is only liable for intent or gross negligence. Liability for simple negligence occurs only in the event of a breach of a material contractual obligation and is limited to foreseeable loss or damage typical under the contract. The above restrictions do not apply for loss or damage arising from loss of life, bodily injury, impairment of health or under the German Product Liability Act (*Produkthaftungsgesetz*). The above applies accordingly for legal representatives and vicarious agents.

1.7 Data back-up

We wish to point out that you should back up all your own data before shipping your product in the context of a warranty claim or overall performance.

We recommend that you also remove all your data from the device.

It may be necessary or expedient for UN or for third parties retained by UN to reformat the product or data carrier, delete software or exchange individual components or entire units.

1.8 Recommendation

UN recommends that you complete the RMA notification in the Internet (<http://falknavigation.de/navigation/de/garantie.htm>) in as much detail as possible in order to

speed up the processing of warranty claims and send a copy to the Service Center along with the device.

2. Restricted guarantee

UN grants the end-customer (but not distributors or intermediate dealers of any nature whatsoever) who is resident in the EU and has purchased the product as a new item but not directly from UN a restricted guarantee on all the components (the product) forming part of the original scope of delivery. This guarantee does not affect the end-customer's warranty claims against the seller from whom he purchased the goods.

2.1 Extent and period of the guarantee

UN grants a guarantee on the product for 24 months from the original date of purchase; this guarantee corresponds in all points, particularly in its scope and form, to the modified statutory warranty specified in Clause 1 in so far as not provided otherwise below.

Notwithstanding the above, the guarantee period for the battery is 12 months. The Service Center retained by UN requires a copy of the sales receipt as proof of the guarantee period. Notwithstanding the provisions of Clause 1, UN may, at its option, remedy defects on the product by rectification of the product shipped to it, the supply of an identical model or at least an equivalent replacement product or by other means.

Defects which caused by improper maintenance, illicit attempts to open, repair and/or modify the products or its parts by improper installation, the use of software loaded by the customer himself, viruses, causes outside the scope of the anticipated purposes, accidents, fire, lightning, power failures and/or natural catastrophes and similar causes are not included in the guarantee. This guarantee also lapses in the event of any alteration or attempted alteration or repair of the product by unauthorised persons or the removal or alteration of the product's serial number. UN's liability is defined by Clause 1.6.

2.2 Claims under the guarantee

In order to claim under the guarantee, please contact the Service Center we have retained within the period of the guarantee and inform them of your claims (you will find the necessary information in the "Customer Service" section of the Quick Start Guide). The following information is needed for your claim to be processed:

- the device's serial number
- a detailed description of the malfunction
- a dated proof of purchase
- the processing number (RMA number) must be indicated on the exterior in a clearly visible manner; you will obtain this number if you apply via our web-site (<http://falk-navigation.de/navigation/de/garantie.htm> - in the Service area).

When returning the instrument, send only that part of the product which is the subject of the claim and not any accessories (such as the replacement battery, holders etc.) The part of the product which is the subject of the claim must be securely and properly packed for transportation. The RMA number must be indicated in a clearly visible manner on the exterior of the package.

In the event of a culpable and unjustified claim under the guarantee, the Service Center retained by us will, in accordance with Clause 3, invoice you with a service fee of EUR 25.00 for processing costs if you do not go ahead with the repair after being informed that your claim is not covered by the guarantee. You will be free to prove that no loss at all was incurred or that the loss was significantly less.

2.3 Place of performance

The place of performance is Ostfildern, Germany.

3. Information

Even in the absence of a claim under the warranty or under the guarantee in respect of the product (independent order), you can nevertheless contact the Service Center at any time. In this case an order is placed with the Service Center at the Purchaser's own risk and exclusively under the Service Center's Terms and Conditions. In this case liability on the part of UN is excluded.

We wish to point out that in this case the Service Center charges a lump sum service fee of EUR 25.00 for the preparation of an estimate if you do not go ahead with a repair at the Service Center after being provided with the appropriate information. Information on further conditions is available from the Service Center.