

INTERNATIONAL WARRANTY AND SERVICE CONDITIONS

Definitions

The capitalized terms and expressions shall have the following meanings, unless it follows from this Agreement or the context hereof otherwise:

Agreement shall mean this Agreement on Warranty and Service Conditions;

The Manufacturer: TRIUMPH BOARD a.s. (further as TRIUMPH BOARD)

The Buyer: The party buying products from The Manufacturer (further as Distributor)

Customer: The end-user organization that is using the product

Authorized Service Partner: The certified repair service organization

RMA (Return Manufacture Application): Request for after sale support

1. Warranty

- 1.1. TRIUMPH BOARD provides assurance as to the quality of goods sold subject to the conditions specified below.
- 1.2. The standard warranty period is 36 months from date of purchase from TRIUMPH BOARD starting from date of issue of the invoice. (Manufacturer to Distributor)
- 1.3. The warranty period is automatically extended by the length of repair time, which TRIUMPH BOARD will seek to minimize.
- 1.4. TRIUMPH BOARD reserves the right to repair or replace the product or to issue a credit note.
- 1.5. In the case of non-availability of components or spare parts, TRIUMPH BOARD reserves the right to substitute any part or the whole of the purchased product, with a product that is materially similar.

2. Exercising the Warranty

- 2.1. The Customer or the Distributor needs to create an RMA ticket and provide sufficient details to enable the after-sales support representative to assess the claim. For DOA (Dead On Arrival) units the Customer needs to create an RMA within a period of 5 days after installation of the unit. It is a requirement to provide the serial number of the product when submitting a warranty claim.
- 2.2. Create an RMA ticket at triumphboard.com/support/technical-support/. The Customer will receive a service response within 48 hours during working days (except national holidays) confirming receipt of the RMA ticket.
- 2.3. TRIUMPH BOARD reserves the right to request photographic or video evidence of the defective product and or of the site where the defective product is located before RMA processing commences.
- 2.4. TRIUMPH BOARD or its Authorized Service Partner will attempt to analyze and correct the problem via email or telephone.

- 2.5. The Customer needs to ship the product (or component) in its original package with all supplied accessories to TRIUMPH BOARD or to the Authorized Service Partner (if available in your region) and in accordance with the shipping instructions of the after-sale support representative. The RMA number assigned must be clearly marked on the packaging of the item being returned.
- 2.6. The Customer is responsible for ensuring appropriate and safe packing of the product and transportation to the TRIUMPH BOARD or Authorized Service Partner (if available in your region). The Distributor is responsible for the transportation costs (if not agreed otherwise). De-installation of the defective product and re-installation of the repaired or replaced product will be at the customer's own expense.
- 2.7. The Distributor may seek shipping costs or reimbursement of any reasonable costs incurred from the Customer if the Product or component is found, at TRIUMPH BOARD's discretion, to be in good working order, or if the problem is not a consequence of a defect or manufacturing fault or where any of the warranty exclusions or limitations apply. Reasonable costs may include cost of packing, insurance, shipping, service of parts and labor.
- 2.8. If the product arrives in visibly damaged condition, the Customer or Distributor must note the damage on carrier delivery documents and contact the Distributor or Supplier as soon as possible.
- 2.9. Where defects in a claimed product can be reasonably repaired or resolved with component replacement within a thirty-day period then TRIUMPH BOARD reserves the right to repair the product and return it to the Distributor.

3. Warranty Exclusions

- 3.1. This warranty does not extend to any non-original TRIUMPH BOARD products.
- 3.2. Periodic maintenance and repairs or replacements of parts due to normal wear and tear.
- 3.3. Product that has been damaged by accident, mechanical damage, misuse, neglect or causes other than ordinary use.
- 3.4. Products that have been opened, repaired or on which a repair has been attempted by anyone not authorized by TRIUMPH BOARD.
- 3.5. Improper use or installation of the product based on the product manual.
- 3.6. Use of the product with a product (hardware or software), accessory or device not compatible or defective.
- 3.7. Use of the product specified out of recommended ambient conditions (operation humidity and temperature).
- 3.8. Use of product in unsuitable conditions (chemically aggressive, high smoke or dust content or damp environments).
- 3.9. Freight or shipping damage.
- 3.10. Products deliberately or accidentally damaged due to a cleaning regime not in accordance with the cleaning and maintenance instructions specified in the user manual.
- 3.11. For consumables including but not limited to batteries.
- 3.12. Products where the serial number has been removed or defaced, as this prevents warranty and ownership identification.
- 3.13. Damage caused by force majeure including war, strike, crime, lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

4. Extended Warranty

- 4.1. The Customer can purchase 24 months extended/on-site warranty from an authorized TRIUMPH BOARD Distributor. Please contact your local Distributor for availability and pricing options.
- 4.2. Warranty extension requires activation through the registration portal found below within 30 days from the installation of the product and no later than 1 year from the date of purchase from TRIUMPH BOARD starting from date of invoice issue. (TRIUMPH BOARD to Distributor) Otherwise the warranty extension will not apply.

Registration portal:
triumphboard.com/support/warranty/

5. Amended Warranty and Service Conditions

- 5.1. In the case where amended warranty provisions and service conditions are stated in the Invoice, Order or another official document issued by TRIUMPH BOARD, these will replace the standard warranty terms contained herein.
- 5.2. The Standard Warranty Conditions of TRIUMPH BOARD do not apply to special deals where the warranty conditions of that deal will be specifically stated in the Invoice, Order or another official document issued by TRIUMPH BOARD.

6. Governing Law and Disputes

- 6.1. All disputes related to these warranties will be handled under the laws of Czech Republic.
- 6.2. All complaints and disputes arising from claims will be governed by the applicable law, in particular, Act No. 513/91 Coll. – Commercial Code, § 422 to 441, respectively, pursuant to Act 40/1964 Coll. – Civil Code § 588 to 627

Please confirm your warranty with your local supplier. You may have other rights granted under your local country/state law or local Distributor specific conditions.

7. Effective Date

- 7.1. The aforementioned Warranty is valid from January 1, 2019, covering items purchased from TRIUMPH BOARD after the effective date.