

IMPORTANT: THIS TRANSLATION SERVES AS REFERENCE ONLY – THE SERVICE PROVIDER IS ONLY BOUND TO THE GERMAN ORIGINAL VERSION OF THE DOCUMENT

Extended warranty coverage (hereafter called „*Schutzschirm*“) for employee purchase program devices

This *Schutzschirm* is a great additional protection on top of the manufacturer’s limited warranty for hardware products and the statutory warranty.

In case of a damage the device will either be repaired, replaced or the outstanding use payments to the employer will be taken care of after the delivery of the device. The legal rights or such that are granted by the manufacturer are not limited but rather supplemented by this extension.

The coverage based on these conditions starts with the delivery of the hardware product and ends automatically with the termination of the employers’ 24months-lease-agreement.

This extended warranty is not transferrable onto other devices.

The following coverage is provided until the expiration of the employers lease agreement duration:

- Repair of the device
- Replacing the device with an equivalent replacement device in case of repair being uneconomical or impossible.
- In case of the cost of repair or replacement of the device being higher than the value of the outstanding usage rates: coverage of the outstanding usage rates towards the employer. In this case there is no right to claim a replacement device.

Please keep the delivery papers safely stored. They serve you as proof of the right towards the coverage claim.

Protection conditions

Protection coverage as part of this agreement is granted for damages as a result of

- Clumsiness (mild negligence) of the device holder (downfall damage, breakage, operational errors, water damage) with the exclusion of damages being caused by careless storage, usage, etc.
- Material and manufacturing based failures post the expiration of the manufacturer’s warranty.
- Mechanical forces from devices of all kinds with no user or third party fault
- Implosion or other effects through negative pressure.
- Water or moisture by natural hazards, damages to buildings (pipe burst, etc.).
- Natural hazards such as flooding, rock falls, storms, frost, avalanches.
- Fire, lightning, explosions of any kind or damages caused from fire extinction.
- Scorching and charring, smoke and soot from external influence.
- Indirect lightning.

- Direct effect of electrical energy as a cause of ground fault, short circuit, overvoltage etc.
- Over- or undervoltage, electronic charging, electromagnetic interference.

To claim the protection coverage you do not have to prove that the defect had existed at the time of delivery, provided there are no indications that would warrant a coverage exclusion.

The *Schutzschirm* is an individual protection of your device against all costs from the above mentioned causes, which protects you from unpleasant surprises. You can be sure that only new or refurbished parts which have been tested on performance and reliability will be used for repairs.

Warranty coverage handling

All coverage claims will be handled by Telcoland GmbH, Friesenweg 5f, 22763 Hamburg.

The devices' serial number serves as identification of the right to claim coverage. The serial number will be registered by the supplier up delivery.

There is no need for you to register the device separately.

In case of repair not being possible or uneconomical, the device will be replaced by either a new or equivalent device, which is at least functionally the same as the original and might already have new software or operating system versions installed. The *Schutzschirm* will in this case be automatically transferred onto the replacement device for the remainder of the usage period.

There is no entitlement to replacement with new parts or new devices.

In case of replacement, the old device becomes the property of Telcoland GmbH and remains with there to secure professional and environmental safe disposal.

Warranty coverage Process

- Immediate notification of the claim describing the cause and/or the error along with the serial number of the device to Telcoland GmbH – info@telcoland.de
- Back up of personal data prior to handing in the device
- Removal of all personal data and disabling of all security passwords prior to handing in the device
- Shipping the device to Telcoland GmbH at your own cost and risk
- Notification of the current delivery address for a free of charge return of the device

The content stored on the device can be deleted, replaced and/or newly formatted in the process of the coverage claim. Therefore Telcoland GmbH cannot be held liable for any data or content loss based on the defect or its consequences, regardless of a repair or replacement of the device.

Examples of coverage exclusions

This warranty in particular does not apply to

- consumable or wearing parts as defined by the manufacturer, such as batteries, lamps, etc., unless there is a defect in materials or workmanship;
- cosmetic damage, especially scratches, dents and broken plastic on ports;

- damage caused by use with another product;
- damage caused by abuse, misuse or improper storage;
- damage caused by the use of products contrary to the instructions in the user manual of the manufacturer (<https://www.apple.com/support/country>);
- damage caused by services (including upgrades and expansions), which were not provided by representatives from Apple or an Apple Authorized Service Provider ("AASP") or Telcoland;
- a product that has been modified in functionality and suitability without the written permission from Apple;
- defects which are due to usual wear and tear of the product;
- if the serial number on the product has been removed or disguised,
- a stolen product or if based on the information provided by law enforcement agencies that there is sound reason to suggest it is a stolen product,
- damage caused by major negligence and deliberate maltreatment,
- damage to the software (including operating systems, firmware, drivers, utilities, etc.),
- data and software losses,
- damage due to problems with software and operating systems, viruses, compatibility, data recovery, reinstallation, data retrieval, etc.,
- damage to additional or subsequently purchased accessories,
- liability, consequential property damage and financial loss,
- damage/consequential damage,
- damage caused by third parties or
- in case of loss of the device, leaving it behind or unattended or by any other means of disappearance of the device.

Schutzschirm terms and conditions dated 01.04.2016