

General Terms and Conditions of Handling Complaints Regarding the Goods Purchased from UAB "ABC Data Lietuva".

I. Warranty Terms and Conditions of UAB "ABC Data Lietuva", hereinafter referred to as "ABC Data".

A. Subject Matter

1. These terms and conditions specify the principles of warranty liability of ABC Data for the products sold and the procedure applied in case of defects in the products purchased from ABC Data, hereinafter referred to as the complaint handling procedure.
2. ABC Data does not bear any warranty liability for the products covered, in accordance with the information included in the InterLink system, under a separate manufacturer's or importer's guarantee, valid in the territory of Latvia or Estonia (depending on the country in which the customer making a purchase directly from ABC Data is located).

B. Warranty Terms and Conditions

1. For the products purchased, ABC Data grants a warranty against defects, for the period not longer than the period specified in the InterLink system.
2. The warranty does not apply to the products purchased from ABC Data, covered under the manufacturer's or importer's guarantee.
3. ABC Data does not bear any warranty liability for defects in the products:
 - mechanically damaged;
 - used in a manner not compliant with the conditions given in the manual or improperly maintained;
 - whose warranty seals have been tampered with or damaged;
 - modified, altered or repaired by the persons not authorised by ABC Data.

C. Complaint Handling Procedure

1. If a defect is identified in the product for which ABC Data bears warranty liability, the purchaser is obliged to file a complaint against ABC Data.
2. The complaint is effectively filed, if:
 - the complaint has been previously registered in the InterLink system and an authorisation obtained;

- the product has been delivered to the place indicated in the authorisation from the InterLink system along with a hard copy of this authorisation. The hard copy of the authorisation should be placed on the outside of the packaging in the manner making it possible to read the authorisation without damaging the packaging.

3. Complaints addressed to ABC Data may be delivered:

- directly by the purchaser or the person authorised by the purchaser;
- through a transportation or forwarding company.

4. The purchaser delivers the product to the place indicated in the authorisation at its own cost and risk, regardless of the number of previous complaints about that product.

5. The product should be delivered in the factory packaging or other replacement packaging protecting the product during transport, both against mechanical and electrostatic damage.

D. Complaints' handling

1. ABC Data undertakes to solve the complaint as soon as practicable, but no later than within 14 days from the date of delivery of the product ("basic deadline"), subject to the provisions of clause 4.

2. If the complaint is found to be accepted, ABC Data may:

- repair the defective product;
- replace the product with a similar product whose characteristics and life span are not worse than those of the original product;
- refund the price paid within 7 days from the date when the complaint resolution as specified in clause above is found impossible.

3. ABC Data decides on the manner of complaints' handling.

4. ABC Data reserves the right to prolong the complaint resolution deadline, if – for reasons beyond the control of ABC Data – the basic deadline cannot be met.

5. If the customer refuses to accept the replacement product sent by ABC Data and fails to instruct ABC Data about further steps within three months from the date of complaint resolution, the purchaser shall be requested, by a registered letter sent to the address indicated in the complaint, and in case of lack thereof, - to the address indicated in the Dealer's Information, to pick up the replacement. After receipt of the request, the customer is obliged to forthwith collect the repaired product. After the ineffective expiry of the deadline determined for the collection of the product, ABC Data shall destroy the product, without having to pay any compensation to the Customer.

6. The above rules also apply to repeated complaints about the same product as well as the complaints regarding ineffective repair.

E. The costs of complaints are borne by the purchaser

1. If, during the complaint handling procedure, the complaint is found to be unjustified, ABC Data is entitled to charge the costs connected with the handling thereof, and in particular, the lump sum fee of at least EUR 10 to cover the general costs of complaint verification, to the purchaser.

2. The purchaser bears the cost of the parts, pieces and components replaced during the complaint procedure, damaged for reasons attributable to the purchaser, which had to be replaced to ensure proper functioning of the device or to verify the complaint.

Complaints about products covered by a warranty shall be filed directly at service centres indicated in warranty documentation, in the manner and under terms and conditions stipulated in the warranty card.

Warranty claims are handled by:

UAB ServiceNet

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