

Terms and Conditions of Extended Warranty

Article I

Introductory Provisions

“**Alza**” is a trading company Alza.cz a.s., registered seat: Prague 7, Jankovcova 1522/53, 170 00, Reg. No. 27082440, registered in the Companies’ Register maintained by the Municipal Court in Prague, Section B, File 8573.

“**Item**” is goods purchased from Alza via its online store or any other business channel.

“**Client**” is any physical or moral person who has taken the Item into their possession at Alza’s premises or by any other delivery option.

Article II

Subject of Extended Warranty

1. The subject of the Extended Warranty is the Item which Client has taken into their possession from Alza at Alza’s premises, from a post office or by any other delivery option.
2. The Extended Warranty comes into effect when the purchase price of the Item has been fully paid and the Client has registered and paid the premium for the Extended Warranty for the entire agreed period of the Extended Warranty, either directly upon purchase of the Item or as an additional offer from the policy holder.
3. The Extended Warranty does not apply to Items damaged during purchase or Items intended for resale by the Client.
4. The Extended Warranty is also applicable to Items used for professional activities.

Article III

Premium

1. The premium is determined by the amount specified on Alza’s website, which the Client is acquainted with when purchasing the Item.
2. The premium is determined by the category, model, type and price of the Item including VAT.
3. The premium is a one-time payment.

Article IV

Extended Warranty

1. The Extended Warranty is a period following the purchase of the Item and the subsequent expiry of the manufacturer's statutory warranty of one (1), two (2) or three (3) years.

2. The Extended Warranty is not a statutory warranty.
3. The Extended Warranty can be arranged in the following length:
 - a. **“Extended Warranty + 1”** This is an extension of the statutory warranty by one (1) year;
 - b. **“Extended Warranty + 2”** This is an extension of the statutory warranty by two (2) years;
 - c. **“Extended Warranty + 3”** This is an extension of the statutory warranty by three (3) years.

Article V

Commencement of Extended Warranty

1. The Extended Warranty commences from the moment of the purchase of the Item.
2. The condition of the Extended Warranty commencement is the payment of the premium agreed in the contract.
3. The proof of the Extended Warranty commencement is the receipt of the purchase of the Item, which indicates the category, model, type, serial number and price of the Item and the amount of the premium.
4. The receipt of the purchase also includes the date of the Extended Warranty.
5. The Client will receive an electronic confirmation of the Extended Warranty, indicating the category, model, type, serial number and price of the Item and the amount of the premium.
6. The Client hereby accepts the terms and conditions of the Extended Warranty specified in these Terms and Conditions, unless the contract of purchase is withdrawn, within fourteen (14) days in accordance with the relevant legal regulation.

Article VI

Termination of Extended Warranty

1. The Extended Warranty shall be terminated in the following cases:
 - a. The expiry of the last day of the Extended Warranty;
 - b. The disposal or theft of the Item for which the receipt of the purchase has been issued;
 - c. By providing financial indemnification;
 - d. By a valid withdrawal from the purchase contract within the statutory warranty period due to the Item's warranty defects.
2. However, the Extended Warranty does not terminate in the following cases:
 - a. Where the Client has successfully claimed for the repair of the Item under a statutory warranty. The Extended Warranty also applies for replacement Items and the agreed period of the Extended Warranty is not affected;

- b. Where the Client has successfully claimed for the exchange of the Item under a statutory warranty;
- c. Where the Item is repaired during the Extended Warranty period. The agreed period of the Extended Warranty is not affected.
- d. Where the Item is exchanged during the Extended Warranty period. The agreed period of the Extended Warranty is not affected.

Article VII

Scope of Extended Warranty

1. The Extended Warranty covers the financial loss on the Item caused by electrical or electronic limitations, or the loss of functionality of the Item occurring during the Extended Warranty period. The scope of the Extended Warranty is the same, with the same conditions and exclusions, as the statutory warranty.
2. Excluded from the Extended Warranty cover are, for instance, consumables, cartridges, Items which are subject to a periodic replacement, batteries etc., as well as parts and components that are excluded from the statutory warranty, or where warranty or service life expires at the time of statutory warranty. Furthermore, the scope of the Extended Warranty does not apply to software, or any form of data stored and used within or inside the Item.

Article VIII

Extended Warranty Events and Provided Indemnity

1. The Extended Warranty event is an accidental incident by which the Alza is obliged to provide the Client with an indemnity for damage caused to the Client by the financial loss of the Item itself, or the Alza's obligation to provide the Client with a substitute Item, or the Alza's obligation to repair the Item.
2. Financial loss is the occurrence of costs or financial damage incurred by the Client for the Item itself as a result of the limitation or loss of functionality of the Item covered by the Extended Warranty. The Extended Warranty does not cover any consequential, directly or indirectly related damages resulting from the limitation or loss of functionality of the Item.
3. The indemnity limit for damage caused by limitation or loss of functionality of the Item is the current price of the Item, which is the price of the Item at the time of the Extended Warranty event. This is determined by deducting 1% of the Item's purchase price from the purchase price for each commenced month from the date of purchase.

For example: You report a damage 25 months since the purchase. Each month of the possession of the goods decreases its value by 1% thus by the time you report the damage the actual value of the product is equal to 75% of its purchase value.

In each year of the Extended Warranty, when the Extended Warranty is running, the indemnity limit may be exhausted up to three incidences.

4. To prevent the occurrence of the Extended Warranty fraud, it is agreed that where a previous claim of damage to the same Item has been ruled by an Independent Loss Adjuster not to grant the right to indemnity, the Client is obliged to prove that he had the previous damage repaired. The indemnity is provided on the grounds of Alza's decision in the form of repair of the Item, provision of a substitute Item or payment of the indemnity in cash. If there is a complete loss of functionality where the repair of the Item would be impossible or ineffective, the Client may be provided with a replacement Item that is of the same or the comparable performance and which, with its most important parameters, corresponds to the originally purchased Item. The value of a replacement Item will consider the age and normal wear and tear of the original Item.

Article IX

Procedure in the Event of Damage

1. The Client will contact Alza by telephone or e-mail (tel: +420 225 340 111, e-mail: sluzby.administrace@alza.cz) and report the occurrence of the damage. The Client shall indicate the cause, extent and nature of the damage to the Item. Furthermore, the Client shall provide data from the purchase receipt of the Item to show when and how the Extended Warranty has been arranged.
2. The Client will submit the damaged Item to the contact point according to the operator's instructions.
3. Alza will assess whether the claim for the Extended Warranty benefits has arisen and decide on the most appropriate way to perform the indemnity. Alza will inform the Client of its decision. Possible ways to perform the Extended Warranty benefits are as follows:
 - a. If the Item is repairable, the Client is provided with the repair of the Item, which is subsequently returned to the Client by means of an Alza's contact point (the repairment does not include the installation of the original or new software, or its update, and repair may result in the loss of data without compensation); or
 - b. If the Item is completely destroyed or its repairment is ineffective, the Client is provided with a replacement Item to be handed over at an Alza's contact point. In case of the provision of a replacement of the Item, the original Item shall not be returned to the Client; or
 - c. If there is no effective repairment or replacement of the Item, the Insured is paid the Extended Warranty indemnity in the amount specified in the Extended Warranty indemnity. The Extended Warranty benefit is paid by bank transfer or a credit note is issued to the Client at the policy holder's contact point. In case of remuneration, the original Item shall not be returned to the Client.
 - d. If there is no right to indemnity, Alza will notify the Client by e-mail.

Article X

Exclusions from Extended Warranty

1. The Extended Warranty does not cover defects caused by the usage of an incorrect or defective software, improper consumables, or any consequential damage caused by any unconventional use that is not excluded in the enclosed operating instructions.
2. Furthermore, the Extended Warranty does not cover damage caused by poor service, inexpert or inappropriate treatment, use and installation that are contrary to the user manual, or damage caused by overvoltage in the network (e.g. lightning), except for normal deviations.
3. Furthermore, the Extended Warranty does not apply to damage resulting from an activity for which the Item is not intended or which is unusual for a given Item, even though this activity is not expressly prohibited in the operating instructions, such as: the mechanical damage of the Item; electrical overvoltage (visibly burned parts or printed circuits), except for normal deviations; use of the Item in temperature, dust and humidity conditions, or in environmental chemical and mechanical influences, which are directly advised against by the seller or manufacturer; improper installation, handling, operation or neglected care of the Item; damage caused to the Item by a computer virus, or caused by software or software acquired illegally by the Client; damage caused by unauthorised software or consumables; damage caused by excessive load or use in violation of the operating instructions or other materials submitted to the Client; performing unauthorised and/or unprofessional intervention to the Item, or changing parameters and modifying the Item by painting, bending, etc.; the result of the incorrect installation or upgrade of BIOS and/or firmware; damage caused to the Item by natural elements or force majeure.

Article XI

Processing of Personal Data

1. Alza handles personal data in accordance with European Union Regulation No. 2016/679, THE General Data Protection Regulation.
2. Alza proceeds in such a way that the data subject does not suffer harm to their rights, in particular the right to respect for human dignity, and also protects against unauthorised interference with the data subject's private and personal life.
3. For further details on the processing of personal data, see www.alza.cz/privacypolicy.

Article XII

Final Provisions

1. These Terms and Conditions and the relations arising therefrom shall be governed i. a. by the laws of the Czech Republic.
2. If any provision of these Terms and Conditions is or becomes invalid, ineffective or unenforceable, then the invalidity, ineffectiveness or unenforceability of such provision shall not and will not affect the validity, effectiveness and enforceability of other provisions, unless otherwise provided by law.

3. Alza reserves the right to change the Terms and Conditions and their change is effective from the date of publication by Alza, unless otherwise stated in the Terms and Conditions.
4. These Terms and Conditions are valid and effective since 1.12.2019.