

# VONDOM®

VONDOM, S.L.U.

Avenida Valencia, 3 46891 Palomar (Valencia) SPAIN

Tel. +34 96 239 84 86 – Fax. +34 96 290 05 01

[www.vondom.com](http://www.vondom.com)

Email : [infousa@vondom.com](mailto:infousa@vondom.com)

## WARRANTY

**WARRANTY Two (2) year limited warranty on products**

**One (1) year limited warranty on electrical components**

**One (1) year limited warranty on fabrics**

All products of VONDOM S.L.U. carry a two-year Limited Warranty against defects in materials and workmanship. The terms and conditions of the warranty that forms part and is incorporated inside this Contract by reference.

For consumers, who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations. This warranty does not exclude, limit or suspend any rights of consumers arising out of nonconformity with a sales contract. However, as described below, Vondom disclaims statutory and implied warranties to the extent permitted by law, and in so far as such warranties cannot be disclaimed, all such warranties shall to the extent permitted by law be limited in duration to the duration of the express warranty described below and to the repair or replacement service as determined by Vondom in its sole discretion. Some states (countries and provinces) do not allow limitations on how long an implied warranty or condition may last, so the limitations described above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state (or by country or province). This limited warranty is governed by and construed under the laws of the country in which the product purchase took place.

VONDOM S.L.U. the warrantor under this limited warranty is identified at

**VONDOM, S.L.U. Inscrita en el registro mercantil de Valencia, Hoja V-136388, Folio 70, Libro 6392, Tomo 9108, Libro Sdades., Inscripción 1a - C.I.F. B-98195746**

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the end of this document according to the country or region in which the product purchase took place.

VONDOM'S warranty obligations for this product are limited to the terms set forth herein:

VONDOM, as defined in the table below, warrants this product against defects in materials and workmanship under normal use for a period of two (2) years from the date of retail purchase by the original end-user purchaser ("warranty period"). If a hardware defect arises and a valid claim is received by Vondom within the warranty period, at its option and to the extent permitted by law, VONDOM will either (1) repair the product at no charge, using new parts or refurbished parts that are equivalent to new in performance and reliability, (2) exchange the product with a product that is new or refurbished that is equivalent to new in performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Vondom may request that you replace defective parts with user-installable new or refurbished parts that Vondom provides in fulfillment of its warranty obligation. A replacement product or part, including a user-

installable part that has been installed in accordance with instructions provided by Vondom, assumes the

remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes VONDOM property. Parts provided by VONDOM in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to VONDOM and becomes VONDOM'S property.

**EXCLUSIONS AND LIMITATIONS** This Limited Warranty applies only to the products manufactured by or for VONDOM that can be identified by the

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“VONDOM” trademark, trade name, or logo affixed to them. VONDOM is not responsible for damage arising from failure to follow instructions relating to the product’s use.

This warranty does not apply: (a) to consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (c) to damage caused by use with non-VONDOM products; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by VONDOM; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of VONDOM or an VONDOM Authorized Service Provider ); (g) to a product or part that has been modified to alter functionality or capability without the written permission of VONDOM; (h) if any VONDOM serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. As permitted by applicable law, VONDOM specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects. If VONDOM cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of the express warranty and to the repair or replacement service as determined by VONDOM in its sole discretion.

No VONDOM reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining

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terms shall not be affected or impaired.

Except as provided in this warranty and to the maximum extent permitted by law, VONDOM is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property. The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional and gross negligent acts and/or omissions. VONDOM disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

## OBTAINING WARRANTY SERVICE

Please access and review the online help resources described below before seeking warranty service. If the product is still not functioning properly after making use of these resources, please contact the VONDOM representatives or, if applicable, an VONDOM owned retail store or an authorized supplier of service of VONDOM by using the information provided below.

When contacting VONDOM via telephone, other charges may apply depending on your location. When calling, an VONDOM representative or VONDOM authorized service supplier will help determine whether your product requires service and, if it does, will inform you how VONDOM will provide it. You must assist in diagnosing issues with your product and follow VONDOM'S warranty processes.

VONDOM may restrict service to the country where VONDOM or its

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Authorized Distributors originally sold the product. VONDOM will provide warranty service either (i) at an VONDOM Retail or VASP location, where service is performed at the location, or the VONDOM Retail or VASP may send the product to an VONDOM repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, VONDOM may send you packaging material) to enable you to ship the product to VONDOM'S repair service location for service, or (iii) by sending you user-installable new or refurbished replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of VONDOM and you agree to follow instructions, including, if required, arranging the return of original product or part to VONDOM in a timely manner. When providing DIY Service requiring the return of the original product or part, VONDOM may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, VONDOM will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed or the replaced product or part is not eligible for warranty service, VONDOM will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary according to the country in which service is requested. Service options are subject to change at any time. You may be responsible for shipping and handling charges if the product cannot be serviced in the country in which service is requested. If you seek service in a country that is not the country of original purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

Where international service is available, VONDOM may repair or exchange defective products and parts with comparable products and parts that comply with local standards. In accordance with applicable law, VONDOM **VONDOM, S.L.U. Inscrita en el registro mercantil de Valencia, Hoja V-136388, Folio 70, Libro 6392, Tomo 9108, Libro Sdades., Inscripción 1a - C.I.F. B-98195746**

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may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please review the resources with more details on this and other matters on obtaining warranty service are described attached.

VONDOM will maintain and use customer information in accordance with the Privacy Policy Customer of VONDOM.