

Introduction

At Laiatech we offer two types of warranty, depending on the product range: **Professional Support** warranty and our advanced **Prime Support** warranty service.

- **Professional Support**, in addition to covering legal guarantees, it adds an extra support from our engineers for customers who have purchased Laiatech B&H hardware solutions. This service is included with the purchase of any of our B&H solutions for a period of 2 years.

- **Prime Support** is provided as the perfect complement to cover legal guarantees, adding the value of support by and for professionals of our Laiatech hardware from the Cute, myTeam, Broadcaster and t-Pod families. This service is included with the purchase of any of our solutions for a period of 3 years (except the batteries of the t-Pod family, which have a 1 year guarantee, not extendable), and is extendable up to 5 years as an option.

Both guarantees, Professional Support and Prime Support, begin on the date of sale of the good (for Prime Support, the sale of the good must have been exclusively by our certified channel), and it will be essential for the application of both guarantees to show during the support request, the document-invoice as well as the serial number of the equipment to which the incident refers.

1. Concepts and definitions

Some terms are defined below in order to clearly express the meanings to which they refer:

- "AGREEMENT" refers to these terms and conditions as well as the features in the table of services, as well as any commitments agreed by us and put in writing.

- “CHARGE” refers to any financial burden that is the responsibility of the user in exchange for the provision of any or all of the assistance services, including taxes, extraordinary costs or fees applicable to the end customer, the owner of the property under warranty.
- “ADDITIONAL CHARGES” means any costs that you are required to pay in connection with the terms of this agreement that are not part of the charges: for example, additional charges for the late return of replacement equipment, if any.
- “WE/US” refers to Laiatech, HQ Spain, or any branch of Laiatech, which is mentioned on the invoice or designated for the application of these terms and conditions.
- “USER” refers to the owner of the good: it may apply to the distributor-integrator, who has wanted the goods for sale to his customer, the current owner, and on whose behalf he is handling the incident to which these terms and conditions apply.
- “END DATE” means the expiry date of the warranty period.
- “INVOICE” means the invoice issued to the user for the purchase of the product to which these terms and conditions apply.
- “MINIMAL OR RELEVANT FEATURE UPGRADES”: means an enhancement to the operation or performance of the software that provides additional functionality even if it is limited - MINIMAL - or if it is a substantial change to the software that results in a relevant improvement to the product specifications either in terms of performance, functionality or features.
- “DESIGNATED CONTACT” refers to the user's representative during the support-warranty request process.

- “WEBSITE” means our website and specifically its support section: www.laiatech.com/en/support/, as well as any other address we notify in relation to the application of these terms and conditions.

- “WORKING DAY” refers to Laiatech's CET calendar and working hours.

2. Charges

- 2.1. In consideration of the payment of the contracting charges for the extended warranty, or where the extended warranty is already included, we will provide Professional Support, Prime Support and Prime Support services related to the covered product.
- 2.2. In the Professional Support warranty service, once the service has been approved by Laiatech, the product will be shipped to the address provided by Laiatech at the customer's expense, and Laiatech will be responsible for returning the equipment once the necessary intervention has been carried out.
- 2.3. If any charges are made, these will be detailed on an invoice which must be presented for the guarantee.
- 2.4. If any sum payable under this agreement is not paid within 10 days of the due date and without prejudice to any other rights and remedies we deem fit, we reserve the right to apply extra financial costs, not less than 7%, and equivalent to the maximum interest rate established and permitted by local law: non-payment of the goods and service may result in forfeiture of the guarantee.

3. Period of the service

- 3.1. These terms and conditions apply exclusively to goods purchased and not exceeding the warranty period.
- 3.2. For the Professional Support and Prime Support service to be provided, the customer must have paid for the products: i.e. this agreement does not bind either party until payment has been completed.

- 3.3. The user agrees to the provision of our Professional Support and Prime Support services on the terms and conditions set out herein, and subject to the conditions stated herein, implicitly with the purchase of the good.
- 3.4. In the event that the user is a certified Laiatech supplier-partner, the user shall be solely responsible for any obligations and liabilities arising in connection with any support contract agreed between the user and the end user in connection with the products covered: the user shall ensure that this is clearly defined in all communications with the end user, regardless of the medium in which such communications take place.
- 3.5. Any services provided by you to your end-user-customer in connection with the support are in no way provided by you on behalf of Laiatech, and you shall not be deemed to be providing services on our behalf either directly or by implication.
- 3.6. Any person not a party to this agreement shall not be entitled to enforce any of the terms and conditions of this agreement.
- 3.7. The period for the equipment replacement will be 48 hours¹ maximum from receipt of the damaged equipment at Laia's premises for the Prime Support guarantee and 15 days¹ for the Professional Support guarantee.

4. Support services offered by Laiatech

During the warranty period the following services will be provided on an included or optional basis:

- 4.1. Maintenance service.
- 4.2. If any user requires services in connection with the products other than the support service, these will be offered at our discretion on terms to be agreed in writing with the user from time to time: this applies to both pre-sales and after-sales activities.
- 4.3. Upgrades and software version variations where applicable.
- 4.4. Copyright and other intellectual property rights will be offered regardless of their nature: any updates provided will be subject to the terms which will be provided to you with such updates.

¹ Check timeline in your country

5. Exclusions

The following are excluded from the provision of support services:

- 5.1. Unless otherwise stated, this support programme specifically excludes any repair or replacement on consumables, accessories, cables/wires, etc...
- 5.2. Batteries and remote controls have a 1-year guarantee.
- 5.3. Neither Professional Support nor Prime Support will be provided for damaged equipment that in our reasonable opinion is the result of any of the following: abuse, misuse, neglect, accident, unauthorized modification, user failure to follow procedures detailed in the user manual, failure to follow recommended cleaning schedule or procedures, attempted repair by unqualified personnel, etc.
- 5.4. Neither Professional Support nor Prime Support will be provided for users who have not installed the supplied software or any updates we have provided.
- 5.5. We will not provide Professional Support nor Prime Support service to users who permit or authorize the provision of product-related support services to any individual other than us or who is not expressly authorized by us.

6. User Obligations

- 6.1. To ensure that neither the user nor, in the case of a trusted supplier, the end user copies, alters or modifies the covered products in any way.
- 6.2. We will provide all reasonable facilities and services necessary for the the support services performance to be carried out successfully.
- 6.3. To ensure the health and safety of our personnel, agents, or subcontractors while they are on the user's premises.
- 6.4. In the case of a supplier, to perform all equipment diagnostics and include any notes or special conditions prior to contacting us for specialist assistance.

7. Events beyond our reasonable control

We undertake to comply with our responsibilities under these terms and conditions, provided that they are not interrupted or delayed by circumstances beyond our reasonable control.

8. Limitation of liability

8.1. We shall not be liable to the end user for:

8.1.1. Any loss of profits, revenue, anticipated savings or business operations.

8.1.2. Any loss or damage which cannot reasonably be regarded as arising from our failure to comply with any of these terms and conditions.

8.1.3. Costs arising from damage, interruption or corruption of data.

8.2. At the end of the term of this agreement, clause 8 shall remain in full force and effect.

9. Cancellation of this agreement

This agreement shall not apply if:

9.1. You are in any position of indebtedness to Laiatech or any of our organisations.

9.2. You are in breach of any of the terms of this agreement and such breach cannot be remedied.

9.3. You are in breach of any of the terms of this agreement and you fail to remedy such breach within 30 days of written notice.

9.4. The User is subject to insolvency proceedings or if there is reason to believe that the User will be unable to pay its debts.

10. Notices

Any notices to be given under these terms and conditions shall be in writing. For the user, notices will be sent to the contact person designated by the user

whereas in our case, the address will be that provided with the invoice, or via the Laiatech support portal.

11. Entire agreement and variations

- 11.1. It is our intention that everything you agree with us in respect of these terms and conditions on our support is included in the schedule of services itself, or referred to on our website.
- 11.2. Any of the terms and conditions may be amended with not less than 30 days' notice or by posting on our website with appropriate notice, if necessary to comply with any legal, tax or regulatory requirement.

12. Disclaimer

If either party fails to assert any right it has under the terms of this agreement, it may be asserted on subsequent occasions.

13. Applicable law and statutory rights

- 13.1. This agreement shall be governed by and interpreted in accordance with Spanish law.
- 13.2. The contents of these terms and conditions shall not affect any mandatory statutory rights that the user may have under any applicable consumer protection law.
- 13.3. These terms and conditions shall apply in Spanish. Any translation is for information purposes only and should not be relied upon as accurate. If there is any conflict between the meaning of another language version of these terms and conditions, the Spanish version shall prevail.