

**General Provisions governing Warranty Terms and Conditions
of EU countries in the Geographic Area**

**WARRANTY TERMS AND CONDITIONS
AliExpress**

**In case of a problem with your device, do not attempt to repair the device yourself; do
not mandate someone to do it for you**

What you should do:

Contact us at : <https://aristote.allianz-assistance.com/eclaim/aliexpress/>

Report to the notice 3 for the detailed claim procedure

As part of the purchase of a Mobile Phone or a Tablet on aliexpress.com platform, we inform you that you are automatically granted 1 year warranty.

1. YOUR WARRANTY:

Mobile Phones and Tablets distributed by sellers via AliExpress platform are intended for individuals/ family use and benefit from a 1 year warranty covering breakdown risk (internal faults).

If Your Service Request is accepted by Us, Your Mobile Phone or Tablet will be either:

- repaired by Our Authorized Service Provider

If not repairable we will

- Replace with a like for like product with comparable specifications;
- if the Product you purchased on AliExpress platform was refurbished or second hand, Replace with a refurbished one

The decision to provide a Repair or a Replacement Product will be made solely by Us.

General Terms

- You must operate your equipment in line with manufacturer's instructions and not modify it
- Your equipment must not be subject to a current product recall
- You are liable for costs of repairs if there is no fault found with the equipment or to the extent that it requires routine maintenance, cleaning, servicing, cosmetic damage

2. USEFUL DEFINITIONS

In this document the terms below have the following meanings:

"Warrantor" The warrantor and obligor under these Warranty Terms and Conditions is the Seller of the mobile phone represented by AliExpress

"Authorized Service Provider" of the Contract is **AWP China, with registered name as AWP Business Services (Beijing) Ltd Co, trading as Allianz Global Assistance at 16F, China Youth Plaza 19 East 3rd Ring Road North Chaoyang District, Beijing, 100020 and its contractor in EU authorized by AWP China for provision of parts of the services.** The Authorized Service Provider will handle the Service Requests on the Warrantor's behalf.

"AliExpress Platform" means www.aliexpress.com

"Business Day" means a day (other than a Saturday or Sunday and bank holidays).

"Breakdown" means an electronic or mechanical failure of the Product during the term of this Contract which should not be caused by consumer abuse;

"Contract" means this warranty contract between You and Us;

"Expiry Date" means the date occurring twelve (12) months after the Activation Date

"Product Receipt Date" means:

- (a) Confirmation by You to Us via the delivery company when You sign for the Product on receipt that You have received the Product;
- (b) (If (a) above has not occurred) the date when We have uploaded onto the AliExpress Platform the details of the delivery of the Product to You and the confirmation by the delivery company that such delivery has occurred;
- (c) (if (b) has not occurred) the date originally quoted by the delivery company as the latest date on which the Product would be delivered to You; or

(d) (if (c) has not occurred) the actual date the Product was received by You as confirmed by AliExpress with reasonable justification;

"Product" means the mobile phone or the tablet that You purchased on the AliExpress Platform as specified in the Warranty confirmation which we will send to you by email;

"Product Purchase Price" means the original purchase price You paid for the Product as specified on the AliExpress Platform in the my order section, including sales tax (if any) but excluding (without limitation) any delivery charges; importation fees, customs charges, freight charges etc.;

"Purchase Contract" means the contract between You and Us regarding the purchase of the Product on the AliExpress Platform;

"Repair" materials parts and labour cost, required for each internal fault repair operation to occur

"Replacement Product" means any replacement product We may issue to You;

"Service Request" means a request for service from You to Us, where the Product has been the subject of a Breakdown;

"Service Request Notification Period" means the time period within which You must notify Us of a Service Request. Unless You are not reasonably able to do so, You must send us the notice for a Service Request within 30 calendar days of Product failure but not later than the Expiry Date. No Service Request will be considered for a Breakdown incurred after the Expiry Date.

"Service Request Portal" means the portal for Service Requests accessible through the AliExpress Platform;

"Activation Date" means the date calculated as being the Product Receipt Date plus fifteen (15) days. We will email You to confirm Your Activation Date;

"Term" means the twelve month period following Your Activation Date;

"Warrantor, "We", "Us" and "Our" means Seller you purchase the Product from at the Aliexpress.com who is the warrantor and the obligor under this Contract. as set out in the Warranty confirmation which we will send to you by email;

"You", "Your" and "Customer" means the buyer of the Product and the recipient of the warranty services under this Contract, who shall be named as the Customer in the Warranty confirmation which we will send to you by email.

3. PROCEDURE IN CASE OF SERVICE REQUEST

In case of a failure covered by this Contract occurs, the Customer should contact Us via our eClaim Portal within the Service Request Notification Period:

<https://aristote.allianz-assistance.com/eclaim/aliexpress/>

When issuing a Service Request, the customer must provide the following documents proof attached to the Service Request email:

1. Warranty contract number
2. Make and Model
3. Serial number or IMEI
4. Original date of purchase of the Product.

The Service request will be attended within three (3) Business Days.

We will assist You through the Authorised Service Provider in understanding Your warranty and service benefits from the Activation Date of this Contract.

You will be given directions on how to send your Product to the Authorised Service Provider at Your cost for inspection.

It is Your responsibility to ensure the Product is received by the Authorised Service Provider and to provide evidence of the Product having been shipped to the Authorised Service Provider if there are no records of the Authorised Service Provider having received it.

A Service Request will be closed if the Authorised Service Provider has not received the Product within sixty (60) days of You lodging Your Service Request.

You will find the address of the Authorised Service Provider in the email that will be sent to you after your claim is approved. If Your Product has experienced a covered Breakdown, we can either repair Your Product or replace Your Product with like for like (kind and quality).

The Product should be returned to the Authorised Service Provider with battery intact, with original accessories (charger) for inspection purposes.

For Your privacy protection, We will erase all data and settings from Your Product. So, please back up or delete all: data, pictures, contacts, applications or other information that is contained on the Product prior to shipping to the Authorised Service Provider. We are not responsible for any lost data or other information. You are responsible for creating back-ups of all Your data and software on a regular basis.

IN CASE YOUR SERVICE REQUEST IS REJECTED

If Your Service Request is not covered (claim rejected for instance but not limited to: no fault found, the device received is not matching your purchase and/ or serial number/ IMEI) and, after the Authorized Service Provider received the confirmation you paid the logistic costs for the return of Your Device, the Authorised Service Provider will return the Product to You at Your cost.

If We do not receive confirmation of the logistic costs payment to return Your Device within 60 days after We rejected Your Service Request, you acknowledges and agrees that we will be entitled to dispose of Your Devices.

IN CASE YOUR SERVICE REQUEST IS ACCEPTED

For accepted Service Requests, We will send at our cost Your Repaired product or a Replacement Product to a Pick up collection point in the country to which the original Product was delivered or at the customer address within five (5) Business Days of receiving Your Product. The address of the Pick up connection point will be communicated to you by the Authorised Service Provider.

Technological progress may result in a case when the Replacement Product is with a lower selling price than the original Product.

You will not be reimbursed the difference between the replacement cost and the Product Purchase Price.

Repair or Replacement of Your Product shall constitute fulfilment of this Contract and any remaining period of protection does not transfer to Your Replacement Product.

If We issue You with a Replacement Product then Your old Product will become the property of the Authorized Service Provider.

We will reimburse you the logistics cost of sending your product to the Authorised Service Provider.

This cost is a fixed amount depending of your country of residence:

- Belgium: 15.73 €
- Italy: 22.58 €
- Netherlands: 15.73 €
- Poland: 7.61 €
- France: 9.68 €
- Germany: 17.93 €
- Spain: 10.36 €

Please note that any other of Your costs associated with a Service Request will not be paid by Us.

We may avoid or reduce a Service Request under Your Contract if You make any misrepresentation or any fraudulent or dishonest act or omission in connection with the Service Request.

In case of disagreement on the interpretation of this Warranty, you can contact:

CUSTOMER SERVICE EXPERT from our Authorized Service Provider

E - mail:

Complaint_AliExpress_FR@allianz.com

Complaint_AliExpress_DE@allianz.com

Complaint_AliExpress_IT@allianz.com

Complaint_AliExpress_ES@allianz.com

Complaint_AliExpress_PL@allianz.com

Complaint_AliExpress_NL@allianz.com

Website : <https://aristote.allianz-assistance.com/eclaim/aliexpress/>

4. TERM / WAIT PERIOD

Your Contract will commence on the Activation Date.

The Contract has a waiting period beginning on the Product Receipt Date for fifteen (15) days. If You have any problems with the Product during this fifteen day period, You should visit the AliExpress Platform to exercise Your contractual rights under the Purchase Contract, or check Your statutory rights and possibly assert these rights.

The Term of the Contract is twelve (12) months from the Activation Date and shall end when the first of the following occurs:

- (a) The date on which any Repaired or Replacement Product is delivered to You; or
- (b) the Expiry Date.

5. WHAT IS AND IS NOT COVERED?

This Contract protects You against unexpected electrical or mechanical breakdown of the Product provided by the Sellers, if such breakdown was caused by failure during normal usage.

The Product must be a mobile phone or a Tablet that is new.

The Product specified and protected includes only equipment as originally configured and installed at the time of purchase of the Product.

The installed battery is not covered.

The following Products shall not be covered by the protection: Counterfeit phones; stolen phones; factory seconds; sold "as is"; or sold used Products not limited to floor model and demonstration models; Products where the serial plate attached to the Product is removed, defaced or made illegible; rentals; and "loaner" equipment.

Protection does not apply to accessories including but not limited to power cables and communication cables, cases and attachments, ear buds and headphones, and phone covers that are used in conjunction with the Product.

This warranty will not apply to any device on which an unauthorized repair or modification has been carried out or any Replacement Product.

6. LIABILITY AND DAMAGE COMPENSATION

You only have the rights set out in this Contract. We are only liable as follows:

(i) If we fail to comply with this Contract, we are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this Contract or Our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and You knew it might happen, for example, if You notified Us during the sales process; and...

(ii) ...We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your statutory rights in relation to the Product and for defective products.

7. RENEWABILITY

This Contract is not renewable.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY

In addition to the limitation of liability at Section 6 above, this Contract does not cover the Product for the following:

(i) Products being used for commercial purposes (the Product is only for private use);

(ii) Breakdowns which are not reported within the Service Request Notification Period;

(iii) Normal wear and tear or cosmetic faults or damage to the Product including but not limited to scratches, dents, rust, and stains which do not affect the operation of the Product;

(iv) Failure of the Product caused by Your accidental or deliberate damage to or misuse of the Product, including due to You not using the Product in accordance with the manufacturer's guidelines;

(v) Failure of the Product caused by sand, liquid damage, rust, corrosion, battery leakage, mildew and mould, water damage if used under conditions which exceed product manufacturer's characteristics (eg:water resistance guidelines);

(vi) Loss or theft of the Product, or damage caused by loss or theft of the Product if the Product is recovered;

(vii) Failure caused by damage from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strikes, nuclear or chemical contamination;

(viii) Failure of the Product caused by external wiring and connections, or non-compatibility of accessories (unless We provided the accessories and indicated they were compatible with the Product);

(ix) A burned screen due to the Product sitting idle for long periods; screen imperfections that were not present when the Product was first taken out of the box; or markings or retained images on the glass resulting from viewing fixed images;

(x) Failure of the Product's speakers as a result of overloading beyond reasonable use;

(xi) Loss of software or data as a result of viruses, malfunction or damage of an operating part, unless caused by an update that We instructed You to install;

(xii) Damage or other equipment failure as a result of any alteration of the Product, or repairs made by anyone other than the Authorized Service Provider, Our agents, distributors, contractors or licensees, or the use of parts other than those recommended by the manufacturer. This would include any non-authorized alterations made by You to the Product;

(xiii) Damage or other equipment failure due to causes beyond Our control including fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, external antenna or local reception problems, animal or insect damage, acts of God or other external causes;

(xiv) Non-functional parts such as, but not limited to, plastics, finishes, knobs and dials, handles;

(xv) Electrical or mechanical failure related to a fault that is subject to a manufacturer's recall;

(xvi) Loss of business, loss of profits, loss of income, down-time, charges for time and effort, and any other loss or damage which is not of the Product itself;

(xvii) Damage, faults or losses (including but not limited to stored data or software) resulting from any software virus or software including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data unless caused by an upgrade that We instructed You to install;

(xviii) If You have knowingly purchased a refurbished Product, any defects in the Product which You were informed about before purchase;

(xix) During delivery of the Product to You, transit or delivery damage. However, You can contact Us separately via the AliExpress Platform if Your Product has been damaged during transit or delivery, as any transit or delivery damage may be covered under Your statutory rights;

(xx) Damage caused by Your unpacking, assembly, installation, set up or removal of the Product;

(xxi) Your bodily injury unless such bodily injury is caused by Our negligence;

(xxii) Any fees charged by a mobile phone carrier including but not limited to activation fees.

Payment will not be approved for losses incurred from being unable to use your equipment or for any loss or damage not included in this service contract

9. TRANSFERABILITY

You may not transfer this Contract to any person.

10. CHANGE OF DETAILS OR QUESTIONS

If Your contact information changes at any time during the Term of this Contract, You shall notify us through the Service Request Portal.

If You have any questions or comments at any time, You can contact us through the Service Request Portal.

11. YOUR PRIVACY

Please review the Ali Express Privacy Policy for further information on how they collect, use, share and process Your personal information: <http://www.alibabagroup.com/en/global/privacy>

Please see the Authorized Service Provider's Privacy Policy as well for information on how personal information is collected, used, shared and processed by the Authorized Service Provider: <https://aristote.allianz-assistance.com/eclaim/aliexpress/>

In accordance with Our and the Authorized Service Provider's Privacy Policies, You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about the management of Your personal information, which is also detailed in Our and the Authorized Service Provider's Privacy Policies. If You would like a copy of Our Privacy Policy, would like access to the personal information We have about You, know where Your personal information may be stored, or wish to make a complaint, please contact us via the AliExpress Platform.

If You would like a copy of the Authorized Service Provider's Privacy Policy, would like to access the personal information they have about You, to know where Your personal information may be stored or wish to make a complaint, please contact:

Email

[Warranty AliExpress FR@allianz.com](mailto:Warranty_AliExpress_FR@allianz.com)

[Warranty AliExpress DE@allianz.com](mailto:Warranty_AliExpress_DE@allianz.com)

[Warranty AliExpress IT@allianz.com](mailto:Warranty_AliExpress_IT@allianz.com)

[Warranty AliExpress ES@allianz.com](mailto:Warranty_AliExpress_ES@allianz.com)

[Warranty AliExpress PL@allianz.com](mailto:Warranty_AliExpress_PL@allianz.com)

[Warranty AliExpress NL@allianz.com](mailto:Warranty_AliExpress_NL@allianz.com)

12. GENERAL PROVISIONS

If a provision of this Contract is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

The warranty services under this Contract are only available and only apply to Customers with residence in Belgium, Italy, Germany, Netherlands, France and Spain, Poland.

This contract is governed by the law of the European Economic Area country in which you are a resident.