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up the repair/exchange, upon payment of a reprocessing fee and the Exchange Fee") by the Customer. For further information, please refer to the pricing list available on Devialet's Website (the "Website"). The Guarantee is only available in the territories to which Devialet sells to through the Website. The list of eligible countries is subject to modification by Devialet. The prices of the Guarantee appearing on Devialet's Website and the Exchange Fee are indicated in the currency of the country of residence of the Customer, all sales taxes included. The purchase of the Guarantee must be paid in the currency of the country of residence of the Customer (except for the UAE where payments are made in USD) by one of the authorized means of payment offered on the Website. A repaired/exchanged Product will enjoy the same warranty as the previous Product for the rest of the validity of the Guarantee. Exchanged Products will become the property of Devialet from the day of dispatch of the exchanged Product. The Guarantee cannot be purchased for nor applied to a Product that is refurbished. The Guarantee cannot be purchased for nor applied to a Product that has been tampered or altered by the Customer or a third party or for any Product purchased from a non-authorized reseller or for a product that is deemed a counterfeit. In regard to the replacement of battery for a Devialet Gemini product, Devialet adheres to changing the battery in such event where the battery has been diagnosed by Devialet as being defect. Any change of a battery for Devialet Gemini can only be made in a store operated by Devialet. For further information about our Devialet operated stores, see here:
HTTPS://WWW.DEVIALET.COM/STORE-LOCATOR/

2. Modalities of implementation

Assistance

The Guarantee provides Customers with customer service support and online services. Claims and questions can be addressed to our customer service teams available at **HTTPS://HELP.DEVIALET.COM/HC/EN-US/REQUESTS/NEW**

Exchange of Product

A damaged Product can only be repaired/exchanged during the validity period of the Guarantee. The process for a claim includes the process of the Customer contacting Devialet who will diagnose the damage claimed by the Customer. The decision of granting a repair/exchange is at the sole discretion of Devialet. In the event where Devialet approves a repair/exchange, Devialet will arrange for the return of the Product to Devialet. Upon receipt of the Product, Devialet will establish the cause of the damage and based on its decision proceed with the repair/exchange of the Product, subject to a claimed damage not being within one of the exceptions set out in clause 3. Devialet withholds the right to exchange a Product with a refurbished product.

3. Exceptions to the Guarantee

The Guarantee does not cover:
- Damages caused to the Product as a consequence of a voluntary act by the Customer or a third-party that damages the Product and/or its components;
- Damages related to the appearance of the Product, such as the state of cleanliness of the Product, scratches, bumps; and
- Theft or loss of the Product.

4. Customer information

For a claim to be taken into consideration under the Guarantee, the Customer is requested to provide the following information to Devialet:
– The Guarantee membership number;
– The serial number of the Product;
– The proof of purchase of the purchased Guarantee;
– The proof of purchase of the claimed damaged Product; and
– The damages found on the Product and the cause of the damages.

If the problem remains unsolved, Devialet will proceed with the repair/exchange of the damaged Product upon receipt of the latter, subject to the claim not being under any of the foregoing exceptions in clause 3.

5. Transfer of the Guarantee

The Guarantee and its attached rights are limited to one transfer. A transfer of the rights attached to the Guarantee are irrevocable and permanent. A transfer of the Guarantee and its attached rights are subject to compliance with the following:

(i) the Customer must provide full documentation of the Guarantee (proof of original purchase, documents included in the Guarantee's packaging, membership number);

(ii) the Customer must inform Devialet of the intended transfer by sending an email to customercare@devialet.com Notice of the transfer shall include the membership number, serial number of the Product, proof of original purchase of the Guarantee transferred, full name of the person who will receive the transfer as well as the address, telephone number and email address of the person receiving the transferred Guarantee.

(iii) The receiver of the Guarantee must agree to the Terms & Conditions of the Guarantee prior to the transfer taking place. In the event of a valid transfer, the transferred Guarantee will cover the Product for the remainder of the validity of the Guarantee.

6. Withdrawal of the Guarantee

The purchase of a Guarantee can be withdrawn within 14 days from the date of delivery of the Guarantee. A valid proof of purchase must be provided for a withdrawal. The 14-day Day Trial Period applies to a Guarantee that has been bought at the same purchase occasion as the Product. A valid proof of purchase must be provided, such proof of purchase must prove that the purchase date of the Guarantee is the same as the Product.

7. Termination

Devialet reserves the right to terminate the Guarantee if the repair/exchange of the Product is deemed to be impossible, e.g. in such event where Devialet no longer manufactures the Product. Devialet will in such event provide the Customer with a written notice within thirty (30) days from the receipt of a claim and will proceed with a full reimbursement of the Guarantee.

8. Limitation of Liability

Devialet shall not be held liable for any loss or damage caused to the Customer or third parties due to the misuse of the Product. The Customer's statutory rights based on applicable law are not superseded by any limit contained in these Terms and Conditions. The maximum liability of Devialet shall not exceed the actual purchase price of the Product. In compliance with the previous paragraph, Devialet shall not be liable for any indirect damages suffered by the Customer. Devialet shall not, in any case, be liable for damages arising out of its control, such as services which are rendered by third-parties for the execution of an order (such as the carrier or the company in charge of online payments).

9. Legal Guarantee

The rights under the Guarantee do not affect any rights of the Customer under applicable local law and shall not limit consumers rights under applicable local law.

10. General provisions

Obligations of Devialet

Devialet reserves the right to subcontract or outsource the services under the Guarantee to third parties without prejudice to Devialet's obligations under the Guarantee; Devialet shall not be responsible or liable to Customer, nor shall Devialet be deemed to have defaulted on or breached these Terms and Conditions, for any failure or delay in its performance under these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Devialet, including, but without limitation, acts of God, war, invasion, insurrection, riot, order of any civil or military authority, flood, fire, natural disasters, explosion, governmental actions, terrorist threats or acts, national emergency, revolution, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. The acceptance of the delivery of a repaired/exchanged Product by the Customer shall be deemed as a renunciation of all complaints against Devialet for loss or damages due to any delay.

Privacy

(i) For the purpose of improving the quality of our services, Devialet reserves the right to register all or only some parts of conversations between the Customer and Devialet;

(ii) The Customer recognizes and accepts that Devialet may collect and process data for the execution of the services rendered under the Guarantee;

(iii) The Customer recognizes and accepts that Devialet may transfer data collected to service providers or to one of its affiliated companies for the execution of the services rendered under the Guarantee.

(iv) Data collected will be processed under the privacy policy of Devialet, available at **HTTPS://WWW.DEVIALET.COM/PRIVACY-POLICY/**

Last update: 3 February 2021

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FREE UPS SHIPPING | 14-DAY RETURN POLICY | SECURE PAYMENT | 2-YEAR WARRANTY

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Devialet will only use the information provided by you for the limited purposes identified in our privacy policy.

Contact our Devialet advisors Mon to Fri, 10am-3pm - 5pm-11pm | Sat 10am-3pm (NY time)

CHAT WITH US +1 (844) 975-6718

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Company presentation
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