



GENERAL TERMS AND CONDITIONS NOA PREMIUM CARE ELEMENT

INITIAL CLAUSES

Application of Terms and Conditions

These General Terms and Conditions are applied to the mandatory legal relations between Hangar18 and the User in cases where such relations are mandated by its clauses.

Term definitions

Certain terms defined by these Terms and Conditions have the following definitions

1. Hangar18 – Hangar18 d.o.o. , Koprivnica, Ulica Braće Wolf 5, the manufacturer of the NOA Element series.
2. User – buyer of the NOA Element series mobile phone (N, P and F series as well as any other device that will be designated as such in the future) which has agreed to the application of these General Terms and Conditions during the purchase of the device.
3. „NOA PREMIUM CARE ELEMENT service“ – Service that is provided to the users by Hangar18 after the purchase of NOA Element devices at designated Hangar18 retail spaces, or at any other Hangar18 sales partners, independent of any certification institutes as designated by the Consumer Protection law, and the Civil Obligations law.
4. „NOA PREMIUM CARE ELEMENT value“ - device replacement or repair limit as defined by the NOA PREMIUM CARE ELEMENT service, in the amount of the purchase price as stated in the receipt. To avoid any confusion, the stated amount is reduced with any and all repairs to the device, and which is completely depleted by its replacement. Taking that into account, if new Unpredictable Damages occurs after that period, Hangar18 will only cover the remaining monetary amount.
5. „Unpredictable Damages“ are damages that were not foreseen by the User, nor could have prevented with due diligence. In cases of intentional damages and gross negligence Hangar18 reserves the right to withhold payment after the occurrence of damage.
6. Retention fee –The monetary amount that is paid by the users in order to remove Unpredictable Damages.

Article 1.**SUBJECT OF SERVICE**

NOA PREMIUM CARE ELEMENT services encompass the devices that have been bought by the User directly from Hangar18 or its partners.

NOA PREMIUM CARE ELEMENT services do not encompass the following items:

- Removable memory cards
- Interchangeable and spare parts that were defined by the manufacturer as such, or spare parts, and in any case chargers, cables and batteries – even in cases where the same have been packaged with the device that is covered by the guarantee.
- All types of tools
- Other parts that need to be replaced during the average lifespan of the device
- Equipment and add-ons that were purchased separately
- All kinds of software
- Devices shipped with defects in manufacturing.
- Display and demo devices older than 12 months.

Article 2.**SCOPE OF THE NOA PREMIUM CARE services****Contractual obligations of Hangar18**

Hangar18 will repair or replace the mobile device and guarantee its correct functioning only in the cases of Unpredictable Damages, made on the mobile device due to ordinary negligence of the user, or due to unforeseen circumstances.

NOA PREMIUM CARE ELEMENT service covers Unpredictable damages caused by:

- Short-circuiting, overcharging and the direct application of electric energy due to grounding, short-circuiting or overcharging.
- Undervoltage, electrical charge, electromagnetic disturbances.
- Implosion and other effects of underpressure
- Fires, lightning strikes, explosion, plane crashes, crashes of their parts or their cargo, as well as slow burns, embers, ignition, heat radiation or implosion and the extinguishing of fires.
- Falling of the device and its impact on hard surfaces
- Mechanical forces from all types of objects
- Effects of water and moisture, excluding precipitation.
- Effects of natural disasters

NOA PREMIUM CARE ELEMENT services are not provided in cases of:

- Damages caused by insecure and neglectful usage in insecure and unprotected locations (bathrooms, pools, balconies or construction scaffoldings of any kind. These places are not considered to be safe places for the usage and storage of the device).
- Damages caused by the usage of a defective device, in cases where the user should have been aware of the defective nature of the device.
- Damages made due to the indirect consequences of permanent influence and effect of chemical, thermal and mechanical conditions of storage (corrosion, radiation, aging, excessive vibration etc.)
- Damages caused by everyday wear-and-tear.

- Damages caused by improper, irregular or unusual usage or cleaning of the device, especially if such actions defy manufacturer instructions.
- Damages caused by technical regulation, protective measure, and device usage instruction violations, along with improper device handling.
- Damages made on all kinds of software and data that have been installed/are installed on the device (including operative systems, device drivers, auxiliary programs etc.) that is, damages that are made by computer viruses, programming errors and software bugs, and which affect the software or data storage units.
- Damages caused by unauthorized upgrades, repairs and/or alterations made by third parties that have not been trained and authorized for such actions.
- Damages to the insured device caused by pets, domestic and wild animals
- Damages that are caused by sports activities (e.g: running, cycling, hiking etc.) and which may be caused by falls, perspiration or moisture condensation.
- Damages caused by incorrect or malfunctioning external add-ons.
- Damages that have been reported, but which cannot be proven due to the device not being delivered to the service station (Devices that have been completely obliterated due to force majeure are excluded from this clause).

Article 3.

TERRITORIAL COVERAGE OF THE NOA PREMIUM CARE ELEMENT service

The user is entitled to realize his or her NOA PREMIUM CARE ELEMENT service rights in the territory of the county where the device has been purchased.

Article 4.

Realization of rights from the NOA PREMIUM CARE ELEMENT service

The user is obliged to report any and all Unpredictable Damages in the time period of 10 working days, on a form that is available in an electronic format the www.noapremiumcare.com web page, and exclusively in one of the Hangar18 authorized repair service station, from a list that is available at the aforementioned web page.

The user is obliged to deliver the device, along with the receipt that has been given during purchase, along with any documentation related to the occurrence of the Unpredictable damage. In a case where the report has been made outside of the timeframe, the user is obliged to supply an explanation as to why the damages were not reported within the timeframe and to deliver any and all evidence in support of the explanation. Hangar18 retains the discretionary rights to decide, on the basis of the evidence supplied, whether such requests will be approved or denied.

Hangar18 will assess and repair the damages in the shortest possible period after it has been supplied with the complete documentation from the User. The repair costs are determined from the written account of the repair technician or any other serviceman selected by Hangar18, and if necessary, from the account of the repair salesman.

Hangar 18 is not obliged to act accordingly in regards to the damage report if the User has not delivered all necessary documentation regulated by these General Terms and Conditions, or any other documentation requested by Hangar18, and which is necessary to determine the cause and the number of damages.

After the diagnostics have been completed and the factual condition of the device has been determined, as reported by the User, Hangar18 will inform the User of the ways which the damages

can be ameliorated, if the damages to the device match the User report, and if the damage falls under the scope of General Terms and Conditions (Unpredictable damages). In cases during this phase where the case and/or the damages have been determined as not being encompassed by this service, Hangar18 will inform the user that their request has been denied, and will inform the user how to realize their rights in other ways.

For all damages whose case is connected to some other process involving state institutions (such as fires, natural disasters etc.) the user is obliged to append official documentation to their damage report.

After Hangar18 has acknowledged the user report, has confirmed that is obliged to act upon it, and gives to the users the Confirmation to ameliorate damages, further actions of Hangar18 will depend whether the amount of damages confirmed exceeds the amount of NOA PREMIUM CARE value, as whether the previous amount has been partially used due to previously reported Unpredictable damages.

In cases where the amount of the damage confirmed exceed the amount of the NOA PREMIUM CARE value, the device repairs will be considered to be economically unfeasible. If in that case, the User has not previously used the aforementioned amount due to the removal of previously reported Unpredictable damages, Hangar18 will replace the damaged device with a new one, which according to technical specifications will be equally good or better when compared to the damaged one. If the User has partially used up the amount stated, Hangar18 will, with the user's consent, participate in the device replacement up to the unused amount of the NOA PREMIUM CARE value, with the User being obliged to pay the difference in the price. The conduct of Hangar18 will be identical in cases where the amount of determined damages does not exceed the NOA PREMIUM CARE ELEMENT VALUE, even in cases where the device repairs have been determined as being economically feasible. In every individual case of device repairs or replacement, the retention fee is mandatory, as defined in the Article 5. of the General Terms And Conditions.

In cases where the devices of the same value are available (according to manufacturer specifications and available brands), the user does not have the right to demand technically superior devices, or in the case where their value is lower than the NOA PREMIUM CARE value.

During the delivery of a replacement device, all additional equipment of the old device, which has been built in and/or delivered with the device, will be considered to be replaced, independent whether the equipment is necessarily present in the replacement device, or due to the existing configuration of the replacement device has been left out.

The equipment which has been built into the old device, and which hasn't been present with the device during the time of the purchase, shall not be replaced.

In cases of the damaged device replacement, according to this article, the device that has been replaced, along with any and all additional equipment (chargers, networking equipment, memory cards, cables, compact discs, manuals, boxes, mice etc) becomes the property of Hangar18, which automatically ends the NOA PREMIUM CARE ELEMENT service.

In cases where the user has not been able to deliver all of the original parts, that is, the additional equipment that has been built in and/or delivered during the purchase of the damaged device, the parts missing will be counted into the NOA PREMIUM CARE ELEMENT value during damage reports by the User, that is, their price as it was at the date of the purchase will be deducted from the total value.

Hangar18 is not obliged to compensate any additional expenses made by the User. (delivery to the service point, delivery to the User's home address after repairs etc.)

In cases where the damaged device has been replaced, the guarantee period of the new device, in regards to the device validity guarantee as determined by the Consumer Rights Protection and the Civil Obligations act, will be counted from the date of the damaged device.

Article 5.

RETENTION FEE

In cases of the occurrence of Unpredictable damages, a Retention fee of 25% of the NOA PREMIUM CARE ELEMENT value, in the minimal amount of 25,00 € (or the equivalent in local currency as per exchange rates valid at the time of calculation), without VAT.

Retention fee is calculated for the repair expenses of the device covered by NOA PREMIUM CARE ELEMENT service, or for the costs of new device purchase.

Hangar18 will ameliorate Unpredictable damages only after the Retention fee has been paid in full by the User.

Article 6.

BEGINNING AND END OF THE NOA PREMIUM CARE ELEMENT services

The User is authorized to use this service when buying any Element series device, as long as they agree to these General Terms And Conditions, in a period of 12 months, starting from the device delivery date.

In cases where the user, during the validity of the Service uses up the NOA PREMIUM CARE ELEMENT value, whether by replacing or repairing the device, or if they refuse to repair or replace the device, their rights granted by these General Terms and Conditions cease, and are not transferred to the replacement device.

Article 7.

MANDATORY FORMS OF COMMUNICATIONS

Any and all correspondence between Hangar18 and the User will be made exclusively in written form . All statements made outside of this form will not be legally recognized.

Article 8 .

AUTHORIZED JUDICIARIES IN CASES OF DISPUTE

In cases of dispute between the User and Hangar18, the Municipal Court in Zagreb will be in charge of resolving the dispute.

Contact:

HANGAR 18 d.o.o., Koprivnica, Ulica braće Wolf 5 | Phone : +385 48 853 794

E-mail address: pcw@noa-mobile.hr | Web page: www.noapremiumcare.hr