

Updated Seller Warranty Conditions

1. General Information & Definitions

1.1 In addition to statutory consumer laws and regulations governing product warranties, all sellers on the refurbished marketplace (“Sellers”) grant a contractual warranty (“Seller Warranty”) under the following conditions for all products.

1.2 For the purposes of the Seller Warranty, the term product refers to all physical products sold on the refurbished marketplace (“Products”).

1.3 For the purposes of these Seller Warranty conditions, customer means any natural or legal person who purchases a Product from a Seller via the refurbished marketplace (“Customer”).

1.4 “Refund” means a reimbursement granted by the Seller as a contractual remedy under these Seller Warranty conditions. The refund amount is based on the current fair market value of the Product at the time the refund is granted, considering the condition, age and use of the Product (“Refund”). When the Product shows additional damage not connected to the warranty defect, the Seller can issue a partial refund. In that case the refund amount shall reflect a proportionate reduction in value compared to a fully functional Product of the same type, determined based on the severity of the damage (“Partial Refund”).

2. Repair, Replacement & Refund

2.1 Sellers may either repair or replace a defective Product. Generally, Sellers will attempt to repair the original Product where possible. If repair is not feasible, the Seller will provide a replacement. In either case, the device must be returned to the Seller using the provided return label.

2.2 In case of a replacement, the defective Product will be replaced free of charge with a Product of equal or higher quality.

2.3 Alternatively, Sellers may decide to issue a Refund. If the returned Product shows damage, functional impairment, or optical depreciation beyond normal intended use, Sellers may issue a Partial Refund.

3. Extended Withdrawal Period

3.1 Sellers extend the statutory right of withdrawal from 14 to 30 days. The Customer is therefore entitled to withdraw from the purchase contract without providing reasons within 30 days from the day on which the Product is initially delivered to the delivery address (“Trial Period”).

4. Refund during Trial Period

4.1 Customer may return the Product during the Trial Period. Sellers will refund the full purchase price upon receipt of the returned Product, provided it shows no damage caused by improper use or use beyond normal intended test use. Where the Product shows impairment or damage, Sellers may issue only a Partial Refund.

4.2 All return shipping costs incurred during the Trial Period shall be borne by the Seller. This does not apply to Products covered by section 12.

4.3 Where an (E-)Bike has been used for more than ten (10) kilometers during the Trial Period exceeding normal test use, the Seller may reduce the Refund by the diminished value of the (E-)Bike. In any case of use beyond test use, the reduction will be at least ten percent (10%) of the purchase price.

5. Repair or Exchange during Trial Period

5.1 Customers may also request a repair or exchange during the Trial Period, if this is possible with reasonable effort and costs for the Seller and can be carried out within a reasonable timeframe. If a repair or exchange is not possible, the Customer may instead return the Product and receive a refund in accordance with section 4.

5.2 If a repair or exchange request is made within the Trial Period, the Trial Period will be extended by 14 days from the date the Customer receives the repaired or exchanged Product back. If the original remaining Trial Period exceeds 14 days, the longer period shall apply.

6. Scope of the Seller Warranty

6.1 Sellers warrant that Products will be free from technical, material or structural defects, measured against the technical standards in place at the time of purchase. Defects must therefore be attributable to that point in time.

6.2 Claims for consequential damages are excluded.

7. Validity of the Seller Warranty

7.1 The Seller Warranty is valid for 12 months from the date of purchase. If a Product is repaired or replaced, the warranty period will be extended to at least 6 months. If the original remaining warranty period exceeds 6 months, the longer period shall apply. For Example:

- If a Product has 8 months of Seller Warranty remaining and is replaced, the replacement product also carries an 8-month warranty.
- If a Product has 4 months of Seller Warranty remaining and is replaced, the replacement product carries a 6-month warranty.

7.2 The extended warranty applies solely to the repaired or replaced component. If the entire Product is replaced, the warranty extension applies to the replacement Product in full.

8. Process and Contact

8.1 Customers may exercise their right under the Seller Warranty by submitting a written claim to the Seller within the warranty period. Customers can contact the Seller via their customer account.

8.2 Refurbed customer service will subsequently register the warranty claim and inform the Seller. The Seller will then provide a prepaid return label.

8.3 Upon receipt, the Seller's technicians will inspect the Product. Customers will receive updates and, if warranted, a replacement or refund. Refunds are issued using the original payment method.

9. Customer Obligations

9.1 Customers must reset the Product to factory settings, remove all personal data, and deactivate any personal accounts (e.g., Apple ID, Google Account) before returning the Product to the Seller.

9.2 Products must be securely packaged. If the original packaging is unavailable, stable protective packaging must be used (e.g., a sturdy box with filler material). Envelopes are not sufficient.

9.3 Return shipping is free of charge only when using the return label provided.

Any change to the delivery address must be communicated to the Sellers without delay. If the updated address is within the same country, the shipping costs will be borne by the Sellers. If the new address is in a different EU country, additional shipping costs may be charged to the Customers. If the new address is outside the EU, all additional shipping costs will be borne by the Customers.

9.4 As a prerequisite for asserting a warranty claim, Customers must notify Sellers of the Product defect without undue delay but not later than one month after discovery, or within one month of the time at which the defect should reasonably have been discovered. Customers are required to provide proof of warranty coverage, e.g. by submitting the respective invoice. *More information:* <https://www.refurbed.ie/how-to-return-your-product/>

10. Premises and Exclusions

10.1 The Seller Warranty applies only if the Product is used and maintained properly and in accordance with the manufacturer's instructions. It is voided in cases of negligent, irregular, or improper use.

10.2 Examples of improper use include but are not limited to:

- Broken display or casing
- Fluid damage
- Electrical damage caused by non-certified chargers
- Manipulation of the operating system (e.g., Jailbreak, Rooting, harmful software)

10.3 The warranty does not cover:

- Replaceable parts such as memory cards or lens caps
- Fragile elements such as glass, displays, and lenses
- Consumables such as batteries (if battery capacity, performance and chemical aging remain within the normal and expected limits)
- Minor deviations from nominal condition that do not affect functionality
- Damage caused during installation, assembly, or transport

10.4 The warranty is void in cases of:

- Non-compliance with manufacturer's instructions
- Deliberate damage
- Improper activation/assembly/installation, careless maintenance, or misuse
- Environmental or natural disaster damage (e.g., fire, flooding, frost), chemicals, or cleaning fluids
- Unauthorized repair or opening of the Product by parties other than the Seller (unless expressly permitted in writing)

11. Non-Coverage of the Warranty

11.1 The Seller Warranty is also excluded in cases where a defect was caused by the Customer's obvious gross negligence. In such cases, the Customer must pay for the return shipment of the Product.

11.2 Data loss can occur during warranty inspection or repair. Customers are responsible for creating backups and removing personal data before shipping. Water or dust resistance is not covered by the Seller Warranty. Since these properties may be lost during the refurbishment or repair process; neither refurbished nor the Seller shall be liable for this.

12. Returns of bulky products

12.1 For the return of bulky Products that exceed standard shipping dimensions, Seller are entitled to charge Customers a proportionate share of the return shipping costs. Customers will be informed beforehand of the shipping cost and charge. This also applies for returns in the Trial Period.

13. Statutory Rights

13.1 The Seller Warranty does not affect or limit Customer's statutory rights. Customers may also exercise claims against the original manufacturer, where applicable.

13.2 The Seller Warranty does not affect the consumer's right to withdraw from distance selling contracts within 14 days without giving any reason. The withdrawal period expires 14 days from the day of delivery. Consumers must inform Sellers clearly (e.g. by email or via customer account) before the withdrawal period has expired. All payments received shall be reimbursed without undue delay and not later than 14 days after the termination notice. The goods shall be returned without undue delay. The consumer is liable only for any reduction in the value of the purchased item caused by improper handling or use beyond what is necessary to test the goods.