HARDWARE DIRECT WARRANTY TERMS AND CONDITIONS

These Terms and Conditions define the scope and rules for the warranty provided by Hardware Direct sp. z o.o. (hereinafter: “HD” or the “Guarantor”) for equipment supplied to Customers. Dedicated service support (including On-Site service, replacement equipment, guaranteed SLA parameters and priority response times) is available exclusively under a separate SLA Agreement concluded with HD.

§ 1. Definitions and General Provisions

1. The terms used in these Terms and Conditions shall have the following meanings:
a. Guarantor or HD – Hardware Direct sp. z o.o., the entity providing the warranty;
b. Customer – a natural person conducting business activity, a legal person or an organisational unit to which HD sold the Equipment;
c. Equipment – IT equipment supplied to the Customer by HD and covered by this warranty;
d. Ticketing System – HD’s electronic service request system available at https://hardwaredirect.pl/rma;https://hardwaredirect.pl/rma
e. Business Days – Monday through Friday, excluding public holidays in the Republic of Poland;
f. Warranty Service Hours – 09:00 to 17:00 on Business Days;
g. Response Time – the period from effective receipt of a Valid Request until the Guarantor undertakes the first diagnostic or preparatory actions;
h. Repair Time – the period adopted as the target for completion of repair activities, calculated in accordance with the provisions applicable to the relevant warranty option;
i. Return-to-Base (RTB) – a warranty service option under which repairs are carried out at the Guarantor’s premises after the Equipment has been delivered by the Customer;
j. Bring-In – a warranty service option under which the Customer personally delivers the Equipment to the Guarantor’s premises;
k. Advanced Replacement – a warranty service option under which a working replacement component is shipped to the Customer, who is required to return the defective part;
l. SLA Agreement – a separate service agreement concluded between the Customer and HD, specifying enhanced service parameters, including response times, On-Site availability and replacement equipment;
m. Valid Request – a request containing all information required pursuant to § 4(2).

2. This warranty is valid exclusively within the territory of the Republic of Poland. Warranty service outside this territory requires separate written arrangements.
3. Warranty service requires all of the following formal conditions to be met:
a. The Equipment is within the warranty period indicated by the proof of purchase or warranty card;
b. The serial number of the Equipment is legible, complete and consistent with the sales documentation and, in particular, has not been removed, modified or obscured;
c. The Customer holds proof of purchase (invoice or receipt) and, if issued, a warranty card;
d. The Customer submits a Valid Request in accordance with § 4.
4. The Response Time and Repair Time specified in these Terms and Conditions constitute an obligation to act with due diligence and do not constitute a guaranteed deadline for remedying a defect. Higher, guaranteed service parameters are available exclusively under an SLA Agreement.

§ 2. Scope of Warranty

1. Under the standard warranty, HD provides service support under the following options:
a. Return-to-Base (RTB) – the default option, applied unless otherwise agreed. Service includes repair of the Equipment at the Guarantor’s premises after the Equipment has been delivered by the Customer at the Customer’s expense; detailed rules are set out in
b. Bring-In – the Customer personally delivers the Equipment to the Guarantor’s premises; detailed rules are set out in
c. Advanced Replacement – HD sends the Customer a working replacement component, with the Customer being required to return the defective part; detailed rules are set out in § 7.

2. The standard warranty does not include On-Site service (repairs at the Equipment installation site). On-Site service is available:
a. under a separate SLA Agreement concluded with HD, on the terms set out in that Agreement; or
b. as an additional service provided at the Customer's request and subject to individual pricing in accordance with HD's current price list; in such a case, the Customer bears the technician's travel costs, labour costs and all other costs resulting from the individual quotation. Use of On-Site service as an additional service does not affect the scope of this standard warranty.
3. A Customer with an active SLA Agreement with HD receives priority handling of requests and the service parameters specified in that Agreement. The provisions of the SLA Agreement take precedence over these Terms and Conditions to the extent covered by the SLA Agreement.

§ 3. Response Time and Repair Time

1. The Guarantor provides warranty service exclusively during Warranty Service Hours. Requests submitted outside those hours are deemed to have been submitted at 09:00 on the next Business Day.
2. The Response Time for a Valid Request is up to 3 Business Days from its effective receipt.
3. The Repair Time, which is an operational target in accordance with § 1(4), is:
a. for Return-to-Base and Bring-In – up to 14 Business Days from physical delivery of the Equipment to the Guarantor's premises;
b. for Advanced Replacement – up to 3 Business Days for dispatch of the replacement component from acceptance of the Valid Request and confirmation of eligibility for replacement.
4. The Response Time and Repair Time may be extended in circumstances beyond the Guarantor's control, in particular:
a. the need to obtain spare parts from the manufacturer or distributor;
b. logistics delays on the part of carriers or suppliers;
c. force majeure, including natural disasters, power or telecommunications network failures, strikes and emergency situations;
d. lack of cooperation by the Customer or failure by the Customer to provide the required information.
5. The Guarantor shall inform the Customer without undue delay of any extension of the Repair Time and the reasons for it.
6. The Response Time does not include the time required to obtain spare parts or the transport time of the Equipment or components. Delivery time provided by a carrier constitutes a separate stage of service and is not included in the Response Time or Repair Time.

§ 4. Request Procedure

1. The Customer submits a defect request:
a. via the Ticketing System available at https://hardwaredirect.pl/rma; or
b. by email to support@hardwaredirect.pl.support@hardwaredirect.pl
2. Telephone notifications are for information purposes only and do not constitute a Valid Request. The Response Time is calculated from receipt of the request through one of the channels specified in points a) or b).
3. A Valid Request must include:
a. the serial number (S/N) of the Equipment concerned;
b. the purchase invoice number or HD order number (in the format SO-XXXXXXXX);
c. a detailed description of the defect, including the date and time it occurred and the circumstances in which it was identified;
d. contact details of the person responsible for the request on the Customer's side (first name, surname, telephone number, email address);
e. the preferred service option (RTB, Bring-In or Advanced Replacement) – if the Customer leaves the decision to the Guarantor, the Return-to-Base option shall apply.
4. Incomplete or incorrect requests are not treated as Valid Requests. The Guarantor informs the Customer of the missing information and requests that it be supplemented. The Response Time is calculated from receipt of the completed request.
5. Complaints concerning the manner in which warranty service is provided shall be submitted by the Customer via the Ticketing System. The complaint handling period is 14 Business Days from receipt.

§ 5. Return-to-Base

1. The Customer may use warranty service under the Return-to-Base (RTB) option in one of two forms:
a. RTB – HD collection – the Guarantor arranges and covers the cost of transporting the Equipment from the address indicated by the Customer to the Guarantor's premises;

b. RTB – Customer delivery – the Customer arranges and covers the cost of transporting the Equipment to the Guarantor's premises. If the request does not expressly specify an option, RTB – Customer delivery shall apply.

2. RTB – HD collection:
a. The Guarantor arranges collection of the Equipment by a carrier from the address indicated by the Customer after the collection date has been agreed in advance;
b. The Customer is required to package the Equipment carefully in accordance with the instructions provided by the Guarantor and to enclose a copy of the Valid Request or the request number assigned by the Ticketing System;
c. Responsibility for the Equipment during transport, from collection of the shipment from the Customer until its delivery to the Guarantor's premises, is borne by the Guarantor or the carrier acting on its behalf;
d. The repair may be carried out using new or refurbished parts that meet the technical parameters of the defective component. The costs of parts, labour, transport of the Equipment to the Guarantor and return of the repaired Equipment to the Customer are covered by the Guarantor within the scope of standard courier service in the territory of the Republic of Poland.
3. RTB – Customer delivery:
a. The Customer arranges and covers the cost of transporting the Equipment to the Guarantor's premises and bears full responsibility for the Equipment during transport from dispatch until delivery to the Guarantor's premises, including the risk of damage, loss or delay;
b. The Customer is required to package the Equipment carefully in a manner that protects it against damage in transit (use of the original packaging or packaging providing equivalent protection is recommended), enclose a copy of the Valid Request or the request number assigned by the Ticketing System, and select a carrier offering standards appropriate for transporting electronic equipment. Shipment insurance and use of tracking services are recommended;
c. The repair may be carried out using new or refurbished parts that meet the technical parameters of the defective component. The costs of parts and labour are covered by the Guarantor. The cost of transporting the Equipment to the Guarantor is covered by the Customer, while the cost of returning the repaired Equipment is covered by the Guarantor within the scope of standard courier delivery to the address indicated in the request, located within the territory of the Republic of Poland.
4. After delivery of the Equipment, the Guarantor performs a visual inspection and documents the condition of the device. If transport damage is identified, the Guarantor informs the Customer without delay. Under the RTB – Customer delivery option, repair of damage incurred in transit is not covered by the warranty and is subject to a separate quotation.

§ 6. Bring-In

1. Under the Bring-In option, the Customer personally delivers the Equipment to the Guarantor's premises indicated in the request confirmation, after agreeing the delivery date in advance, bearing the costs of personal delivery and full responsibility for the Equipment until it is handed over to the Guarantor.
2. The Customer is required to deliver the Equipment in packaging protecting it against damage, together with a copy of the Valid Request or the request number assigned by the Ticketing System.
3. The repair may be carried out using new or refurbished parts that meet the technical parameters of the defective component. The costs of parts and labour are covered by the Guarantor. The costs of personally delivering the Equipment are covered by the Customer. The Customer may collect the repaired Equipment in person or indicate an address within the territory of the Republic of Poland to which the Guarantor will return the Equipment by standard courier service at the Guarantor's expense.
4. After delivery of the Equipment, the Guarantor performs a visual inspection and documents the condition of the device. If transport damage is identified, the Guarantor informs the Customer without delay. Repair of damage incurred in transit is not covered by the warranty and is subject to a separate quotation.

§ 7. Advanced Replacement

1. Under the Advanced Replacement option, the Guarantor sends the Customer a working replacement component before receiving the defective component. The Customer replaces the component independently in accordance with the technical documentation.
2. Use of the Advanced Replacement option requires:
a. confirmation by the Guarantor that the defect qualifies for replacement under this option. The Guarantor reserves the right to direct the request to another service option if required by the nature of the defect;
b. designation by the Customer of a technically competent person to carry out the replacement;
c. acceptance of the return conditions specified in paragraphs 4 and 5 below.
3. The replacement component may be new or refurbished, provided that it meets the technical parameters of the defective component. The cost of delivering the replacement component to the Customer is covered by the Guarantor.

4. The Customer is required to return the defective component within 14 days from the date the replacement component is delivered. The component should be packaged in a manner that protects it against further damage; use of the packaging in which the replacement component was delivered is recommended.
5. If the defective component is not returned within the period specified in paragraph 4, or if the component is returned in a condition extending beyond the originally reported defect (in particular, mechanical damage resulting from improper replacement or transport), the Guarantor reserves the right to charge the Customer the market value of the replacement component and logistics costs.

6. Replaced components become the property of the Guarantor upon replacement. A Customer who decides to retain the replaced component is required to pay its full market value within 7 days from the date of replacement.

§ 8. Exclusions of Liability

1. The warranty does not cover damage resulting from:
a. improper use of the Equipment, in particular use inconsistent with its intended purpose, technical documentation or operating instructions;
b. installation of the Equipment under conditions inconsistent with the manufacturer's requirements (including inappropriate temperature, humidity or dust levels);
c. external factors, including power surges, power network failures, water, accidental events and force majeure;
d. mechanical damage (cracked enclosure, dents, damaged connectors) not resulting from manufacturing defects;
e. unauthorised attempts to repair, modify or open the Equipment by the Customer or third parties;
f. installation of software or components other than those recommended by the Equipment manufacturer;
g. damage incurred during transport arranged by the Customer.
2. The warranty also does not cover:
a. Equipment whose serial number has been removed, altered or is illegible;
b. Equipment without the required documentation (proof of purchase, warranty card, if issued);
c. Equipment after expiry of the warranty period;
d. Equipment used outside the territory of the Republic of Poland, unless otherwise agreed in writing.
3. The Guarantor shall not be liable for:
a. indirect damage, loss of profits, interruptions to the Customer's business or other consequential damage arising from a defect in the Equipment;
b. loss, damage or disclosure of data stored on the Equipment – to the extent specified in § 8;
c. delays resulting from incomplete or incorrect requests, lack of cooperation by the Customer or factors beyond the Guarantor's control.
4. If the Guarantor determines that the reported defect is not covered by warranty service, the Guarantor is entitled to charge diagnostic and repair costs in accordance with the current post-warranty service price list. The Guarantor provides the Customer with a quotation before commencing the repair. Failure to accept the quotation within the specified period may result in refusal to perform the repair.

§ 9. Data Protection

1. Responsibility for securing, storing and restoring data held on the Equipment rests exclusively with the Customer. The Customer is required to make a full backup of the data before handing the Equipment over to the Guarantor.
2. By handing the Equipment over to the Guarantor, the Customer declares that:
a. the Customer has made a backup copy of all data stored on the Equipment;
b. the Customer accepts the risk of loss of or damage to data during service activities;
c. the data stored on the Equipment does not violate applicable law, including personal data protection regulations.
3. The Guarantor reserves the right to carry out diagnostic and repair procedures that may result in deletion of all or part of the data, a factory reset or overwriting of storage media. The Customer shall have no claims against the Guarantor on this account.
4. If the Equipment contains personal data, the Customer is required – before handing over the Equipment – to secure, anonymise or remove such data to the extent it exceeds the technical data necessary for diagnosis. The Customer bears full responsibility for ensuring that personal data processing complies with applicable laws, including the GDPR.
5. At the Customer's separate request and for a fee, the Guarantor may make a backup copy of the data before commencing the repair. The copy is stored only for the duration of the service and deleted after completion, unless the Parties agree otherwise in writing.
6. The Keep Your Drive (KYD) option, under which the defective data storage medium remains with the Customer, is available exclusively under an SLA Agreement and is not covered by this standard warranty.

§ 10. Final Provisions

1. These Terms and Conditions shall apply from the date they are published on the HD website. The Guarantor reserves the right to amend the Terms and Conditions. Amendments take effect on the date of publication and do not apply to requests submitted before that date.
2. In matters not regulated by these Terms and Conditions, the provisions of the Polish Civil Code and other generally applicable provisions of Polish law shall apply.
3. The court with territorial jurisdiction over the Guarantor's registered office shall have jurisdiction to resolve disputes arising from this warranty.
4. The warranty does not limit the Customer's rights arising from mandatory provisions of law, in particular provisions concerning statutory warranty for defects.