

GENERAL WARRANTY CONDITIONS

NUKI GUARANTEE PLUS

Nuki Guarantee Plus (the **Warranty**) is offered by Nuki Home Solutions GmbH, Münzgrabenstraße 92/4, 8010 Graz, Austria, FN 422826 d (**Nuki**), which is also the manufacturer of the devices/device sets by Nuki (the **products**).

1) Beginning and duration of the warranty

The warranty commences on the day of the conclusion of the warranty (the **activation**) and ends no later than 3 years after the activation date (the **warranty period**). After a maximum of 3 replacements within the warranty period, the warranty is automatically considered to have ended prematurely.

2) Geographical validity

The warranty is valid worldwide.

3) Devices covered by the warranty

The warranty is an optional additional service provided for a fee by Nuki to Nuki customers (the warranty holders), which under certain conditions includes the replacement of defective products. The warranty covers those products that are listed in the warranty section of the Nuki Online Shop “My Account” upon activation. In the event of a defect in a product, the warranty holder shall be entitled to the replacement of the defective product with a new, defect-free product of the same or, if this is not possible, of a comparable type/production series. Statutory warranty rights shall remain unaffected by the warranty and shall continue to exist without restriction in addition to the rights arising from the warranty.

4) Covered events

The warranty covers defects in the product that are either (i) attributable to Nuki due to design, material or manufacturing, (ii) or caused by slight negligence of the warranty holder and occurred within the warranty period, whereby only the direct material damage (defect damage) to the product itself is covered by the warranty. The defect must appear during the valid warranty period and the recognisability of the defect in a product is irrelevant for the time limit of the warranty period. The warranty period therefore already begins with activation even in the case of hidden defects in the product.

5) Exclusions

The warranty does not cover loss of functionality in particular as a result of:

- Aging or excessive build-up of dirt or other debris as well as general wear and tear, as well as wear parts and abrasion (e.g. batteries);
- Loss and theft;
- Stored content on the product such as data and software;
- Damage and defects covered by existing insurance policies;
- Modifications to the device that are not approved by the manufacturer;
- Damage caused by lightning, exposure to solid, liquid or gaseous substances and force majeure;
- Intentional or grossly negligent acts attributable to the warranty holder;
- Damage caused by third parties.

There is no cover for financial losses, loss of earnings and profit, liability damage, non-material damage, consequential (defect) damage and other indirect damage. Also excluded are damages where the exchange process is not handled by Nuki. Traces of use and defects (thus especially purely visual defects) that have no influence on the functionality of the device are excluded from the warranty.

6) Immediate replacement

A defective product will be replaced through immediate replacement. This means that after internal review of the notification by the warranty holder by Nuki, a new product of the same or, if this is not possible, of a comparable type/production series will be delivered before the defective product is returned.

The defective product shall be returned to Nuki within 14 days by means of a return label provided by Nuki, otherwise the new price of the replacement device shall be charged.

7) Transfer of warranty to subsequent owners

The warranty is product-related and can be claimed within the warranty period by any person who has legally purchased the product upon proof of purchase and conclusion of the warranty (e.g. by presenting the purchase receipt).

8) Maximum compensation limit in the event of damage

Per claim, the maximum benefit is limited to the original purchase price of the product(s) covered by the warranty.

9) General obligations

The warranty holder is obliged to inform himself about the manufacturer's operating and maintenance instructions and to observe them.

10) Obligations in case of damage

The claim shall be reported immediately to Nuki Home Solutions GmbH, Münzgrabenstraße 92/4, 8010 Graz, Austria, via the "My Services" section on store.nuki.io or by e-mail to contact@nuki.io.

The warranty holder shall immediately provide Nuki with any information in writing that is necessary to determine the warranty claim or the scope of Nuki's obligation to perform, and shall allow any investigation into the cause and amount of the damage.

The warranty holder shall provide the evidence requested by Nuki.

If the warranty holder violates one of the listed obligations due to gross negligence or intentionally, Nuki shall be free from liability. Nuki shall be released from its obligation to indemnify and shall be entitled to compensation from the warranty holder for the damage incurred if the warranty holder fraudulently deceives or attempts to deceive Nuki or its authorised representatives about facts relevant to the reason for or the amount of the indemnification or intentionally or grossly negligently causes a defect in a product.

Claims under the warranty expire no later than 3 years after activation.

11) Right(s) of withdrawal of the warranty holder

The conclusion of the warranty may be revoked within 14 days after the purchase by notifying Nuki of the revocation in writing (e.g. by letter or e-mail) without stating any reasons.

The declaration of withdrawal is not bound to any particular form, it can be sent by mail or e-mail to

Nuki Home Solutions GmbH
Münzgrabenstraße 92/4,
8010 Graz
Austria
Email: contact@nuki.io

In order to meet the revocation deadline, it is sufficient to send the revocation within the term.

Consequences of revocation: In the event of an effective revocation, the services received by both parties must be rescinded and any benefits derived (e.g. interest) must be surrendered. Should the warranty holder not be able to return an already received service in whole or in part, the warranty holder may have to compensate Nuki reasonably for the loss of value. This may lead to the fact that the warranty holder shall nevertheless have to fulfil the contractual payment obligation. Obligations for rescission must be fulfilled within 30 days. The period shall commence for the warranty holder upon dispatch of his notice of cancellation, and for Nuki upon receipt thereof.

12) Data protection information

In case of a claim, it is necessary for Nuki to process personal data in the context of the examination of the benefit claims and the settlement of the claim. This processing is done exclusively within the framework of the concluded warranty contract, on the basis of Nuki's legitimate interest or on the basis of your consent. Any further processing of personal data collected in this context shall not take place. The processing is exclusively based on the EU General Data Protection Regulation as well as applicable national data protection regulations in the respective current version.

The collected personal data shall be processed either by Nuki itself or by third parties on behalf and on instruction of Nuki. All necessary agreements under data protection law shall be made with third parties. In addition, the collected personal data shall be processed for statistical purposes in anonymised form.

For detailed information on data processing by Nuki, please refer to the Privacy Policy at <https://nuki.io/de/service/datenschutz/>. In the Privacy Policy, you will also find all information about rights of the persons affected (right of access, rectification, deletion, restriction, objection and revocation to data transfer), which you may exercise by sending an e-mail to privacy@nuki.io or by mail to Nuki Home Solutions GmbH, Münzgrabenstraße 92/4, 8010 Graz, Austria. If you feel that your fundamental right to data protection has been violated, you may address your complaint to the Data Protection Authority, 1030 Vienna, Barichgasse 40-42, dsb.gv.at.

13) Complaints

Please address any complaints to contact@nuki.io or by mail to Nuki Home Solutions GmbH, Münzgrabenstraße 92/4, 8010 Graz, Austria.

14) Severability clause

Should individual provisions of the warranty conditions, but also of the contractual relationship, be invalid or void, this shall not affect the legal validity of the remaining provisions.

Invalid provisions shall automatically be replaced by provisions which come as close as possible to the economic purpose of the invalid provision. In this context, particular consideration shall be given to the meaning and purpose of the agreement.

15) Binding character

The application of Austrian law is expressly agreed upon.

16) Language

The contractual, order and business language shall be German. If, in the course of a business process, documents are drawn up in a language other than German, the wording of the German language shall always prevail in case of doubt.

17) Place of Performance and Jurisdiction

Place of performance shall be the registered office of Nuki Home Solutions GmbH. The place of jurisdiction for all disputes shall be the Regional Court for ZRS Graz (Graz Regional Court for Civil Matters).