

WARRANTY TERMS AND CONDITIONS OF MIKKA GMBH

(Voluntary Manufacturer's Warranty for MIKKA Products)

MIKKA monitors (main devices) are covered by a warranty period of 3 years from the date of the initial sale of the product in new condition by MIKKA GmbH or by an authorized specialist dealer to a purchasing entrepreneur (hereinafter referred to as the "Customer"). An for included accessories, power supply units (both internal and external), cables, and remote controls, a limited warranty period of 1 year applies. MIKKA GmbH, as the owner of the registered trademark MIKKA, is the warrantor (hereinafter referred to as "MIKKA").

MIKKA warrants that the products will be free from defects in materials and workmanship during this period. Defects that occur within the warranty period despite proper use and are attributable to material or workmanship flaws will be remedied by MIKKA free of charge in accordance with the following warranty terms and conditions.

1. Submission of Claims & Warranty Seals

When submitting a warranty claim, the Customer must provide the invoice number, item number, serial number, and a detailed description of the defect of the affected product, along with the original invoice or a corresponding proof of purchase.

- The serial number on the device must be fully legible.
- The seals on the product must be undamaged (Warranty Seal on the back of the monitor). Devices with damaged or removed Warranty Seals will be repaired exclusively at the Customer's expense.
- If the Customer rejects a paid repair, they must arrange for the collection of the goods at their own expense. If no transport arrangements are made by the Customer within 6 weeks after written notification of the rejection, MIKKA is entitled to permanently dispose of the device free of charge.

2. Scope of Warranty Service

Warranty performance shall be carried out at MIKKA's discretion by means of repair, replacement of defective parts, or replacement of the entire device. MIKKA reserves the right to determine the type of warranty service at its own discretion. The replacement of products or product parts may be carried out with an identical or equivalent product that corresponds to the original product in terms of functionality, but does not necessarily have to be brand new. Any further claims by the Customer arising from this warranty are excluded.

3. Workshop Restriction

Warranty repairs may only be carried out by MIKKA itself. In the case of repairs carried out by other dealers, unauthorized workshops, or the Customer themselves, there is no entitlement to reimbursement of costs from MIKKA. Warranty service can only be provided if the affected MIKKA product has previously been handed over exclusively to MIKKA for repair. Damage resulting from services or modifications not performed by MIKKA is completely excluded from this warranty.

4. Unauthorized Modifications

Defects and damages of any kind resulting from modifications made to the product that have not been expressly approved in writing by MIKKA in advance are excluded from the warranty service.

Austria bank details

Bank Sparkasse Oberösterreich
Account no. 00 000 236 605
Bank code 20 320
SWIFT ASPKAT2L
IBAN AT63203200000236605

Germany bank details

Bank Sparkasse Passau
Account no. 8 875 940
Bank code: 74 050 000
SWIFT BYLADEM1PAS
IBAN DE0674000000008875940

5. Warranty Exclusions

Expressly excluded from the warranty service are:

- Damage resulting from normal wear and tear and natural depreciation. Regular maintenance work as well as cosmetic services are not covered by the warranty. The external condition of the monitor (e.g., scratches on the housing window or the display) will not be restored to its original condition during a warranty repair.
- Transport and travel costs, as well as costs arising from the assembly and disassembly of the device.
- Damage caused by abusive, improper, or non-intended use, incorrect handling, and faulty installation, particularly in case of non-compliance with the user manual provided by MIKKA.
- Damage caused by lightning strike, liquids, fire, force majeure, war, incorrect mains voltage, power surges, power supply failure, insufficient ventilation, transport damage, computer viruses, or faulty software from third-party manufacturers.
- Damage resulting from combined use with products or accessories that do not originate from MIKKA.
- For the rectification of damages not covered by this manufacturer's warranty, the Customer shall fully bear the respective inspection, service, and labor costs incurred.

6. Disclaimer for Force Majeure

MIKKA assumes no liability for damage to the MIKKA product accepted for servicing or for delays in performing the warranty service resulting from force majeure (e.g., fire, flood, strikes, official lockdowns, war, etc.) and thus beyond MIKKA's influence or fault.

7. Product-Related Transferability

This warranty is product- and serial-number-specific. It can be claimed within the remaining warranty period by any person operating a business who has verifiably and legally acquired the device, under the same terms and conditions.

8. Relationship to Statutory Rights & Limitation of Liability

The statutory rights of the buyer under the applicable national legislation (in particular the statutory warranty rights against the respective seller resulting from the purchase contract) are not affected or restricted by this voluntary warranty. Unless otherwise mandatory under national legislation, the buyer's claims under this warranty are limited to the points specified in these terms and conditions.

9. Exclusion of Consequential Damages and Data Loss

The warranty exclusively covers the rectification of defects on the product itself. Under this voluntary warranty, MIKKA shall not be liable for indirect damages, lost profits, downtimes, business interruptions, or any other consequential damages incurred by the Customer due to the defectiveness of the MIKKA product. Liability for the loss, damage, or restoration of data, data storage media, or additional devices connected to the monitor is likewise excluded. The Customer is solely responsible for ensuring proper data backup.

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10. Displays & Pixel Defects

For displays and LCD panels, the internationally recognized provisions of the ISO standard 9241-307, Pixel Defect Class II, shall apply to any pixel defects that may occur. Pixel defects within the tolerance limits defined by this standard do not constitute a material defect and do not justify a warranty claim.

/ End of the WARRANTY CONDITIONS

The place of performance and jurisdiction is Linz, Austria
Legal form: limited liability company (GmbH)
VAT ID: ATU66290024
Commercial register number: FN355211w

Delivery date = invoice date unless otherwise specified.

The GTCs of MIKKA GmbH apply. You can find these at
<https://mikka.com/de/Support/Unser-Service#Downloads>

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