



COMMERCIAL WARRANTY

Updated on: August 10th, 2024

Guarantor

ASYTEC, a French company with a capital of 72,000 euros, is registered under number 451584858 at the Trade Registry of Paris. The registered office is located at 173b avenue de Versailles, 75016 Paris, represented by Nicolas MAZEAUD, President.

Beneficiary

This warranty extends to any buyer of a product from a distributor bound by a distribution agreement with ASYTEC (hereafter referred to as "Client").

Scope of the Commercial Warranty

Material Components

- ASYTEC covers defects and/or material damages to all parts of new products purchased directly from any member of ASYTEC's distribution network. This excludes purchases from unauthorized resellers and is intended for the Client's use (excluding resale). The warranty does not cover:
 - Normal wear and tear.
 - Damage from scratches, impacts, moisture, excessive heat, or inadequate maintenance and cleaning.
 - Modifications or misuse of the product by the Client.
- Interventions at the Client's premises are not covered by this Commercial Warranty.

Support Service

- ASYTEC will endeavor to provide support services, addressing both hardware and software issues.

Exclusions

- The warranty is valid for two years from the date the product is first put into service. Beyond this period, all maintenance costs are the responsibility of the distributor.
- ASYTEC may refuse warranty claims for the following reasons:
 - Issues outside the warranty scope.
 - Expired warranty.
 - Modified, erased, or illegible product model names or serial numbers.
 - Unauthorized modifications to the product.

How to Exercise the Commercial Warranty

- To make a warranty claim, the Client should contact the distributor, providing a detailed description of the product's defect or damage.
- ASYTEC will assess the claim to determine if it falls within the warranty scope.
- The Client must connect the product to the internet to facilitate remote diagnosis by ASYTEC. Without an internet connection, the distributor may deny the warranty claim.
- If the issue is covered, the distributor will handle repairs or replacements, returning defective parts to ASYTEC for inspection and replacement free of charge. Shipping costs of defective parts to ASYTEC and from ASYTEC to the DISTRIBUTOR are paid by ASYTEC.

Support Service Details

- ASYTEC provides remote technical support via email or WhatsApp during business hours (10 AM to 6 PM, excluding holidays).

This includes:

- Diagnosing and repairing hardware failures.
- Assisting with product configuration and use.
- The support does not cover issues due to misuse or unauthorized third-party interventions.

ASYTEC's Commitments

- ASYTEC commits to using reasonable efforts to ensure proper warranty service but does not guarantee specific outcomes.
- The company will comply with current industry standards and employ qualified technicians to perform services under the warranty.

Limitations of Liability

- ASYTEC is not liable for:
 - Suitability of the service for the Client's specific purposes.
 - Restoration of the product to a particular state of repair.
 - Performance of the service when products are not connected to the internet.
- ASYTEC is not responsible for any direct or indirect damages, including but not limited to loss of profits, business, goodwill, or data.

Personal Data

- In relation to the Commercial Warranty and Support Service, ASYTEC acts as the data controller and the distributor as the data processor. Clients may exercise their rights under GDPR by contacting ASYTEC at hello@mixologiq.com.

Miscellaneous

- **Governing Law:** This Commercial Warranty shall be governed by the laws of France.

- **Dispute Resolution:** Any disputes will first be addressed through mediation under the Paris Chamber of Commerce and Industry. If mediation fails, disputes will be exclusively resolved in the Commercial Court of Paris.

Signed by: Nicolas MAZEAUD, ASYTEC SAS Président

Date" Aug 10th 2024