

General Servicing Terms and Conditions IMA s.r.o. (GSTC)

A) Warranty Repair

1. The Warranty Repair Period for any supply contract provided by IMA is indicated in the General Business Terms and Conditions by IMA s.r.o.
2. Warranty Repair shall be understood to mean a repair of a system or a portion thereof, whose faulty functioning was caused by a defect in a component of the work (HW and SW) that is subject to warranty.
3. The Warranty Servicing must be claimed in writing, by an email sent to servis@ima.cz, which indicates when and where the defect originated, how it manifested and what measures the user took. The Warranty Servicing must be signed by a person authorised by the Client. Subsequently, the IMA Servicing Centre shall indicate a procedure to eliminate the defect: a repair or an exchange for a flawless piece of equipment.
4. The warranty does not apply in principle to equipment that has not been operated in accordance with the operating conditions or if the defect was caused by incorrect operation.
5. Warranty repairs shall be carried out or provided for by the IMA Servicing Centre by the following deadlines:
 - minor defects / repairs / settings – within 5 working days from the day the defect is reported;
 - complex defects and repairs carried out by external suppliers – within 10 working days from the day the defect is reported; servicing shall be carried out at IMA headquarters, unless contractually agreed otherwise.
6. Warranty repairs shall be carried out at the registered office of the supplier IMA s.r.o., unless contractually agreed otherwise.

B) Conditions for Claiming the Warranty / Post-Warranty / Non-Warranty Servicing

1. Servicing must be claimed in writing, by an email sent to servis@ima.cz, which indicates when and where the defect originated, how it manifested, and what measures the user took. The email must also include the number of contract (Contract No.) based upon which the servicing is being claimed. The Warranty / Post- Warranty / Non-Warranty Servicing must be signed by a person authorised by the Client.
2. Contractual Post-Warranty Servicing is usually provided based upon individual Technical Support Contracts that have been signed (TSCs).
3. If the repair is carried out on customer premises, the Servicing Technician shall carry out the repair and issue a Servicing Report in which he indicates any work carried out, specify any repaired or exchanged parts, and any other necessary information (travel expenses, etc.). This report must be signed by the Servicing Technician and a person authorised by the customer and shall be prepared in two counterparts: one of them goes to the customer and the second to the contractor.
4. The Servicing Technician must make sure that a person authorised by the customer has agreed to any potential additional costs (e.g., the anticipated transportation fees, accommodation, surcharge for express work, etc.).

5. The servicing organisation reserves the right to extend deadlines for repairs by the amount of time necessary to order and subsequently deliver a spare part from the manufacturer or its distributor, in such cases in which it does not have the spare part in question in stock.

C) Repair Charges

1. Any warranty and contractual repairs (under TSCs) shall be charged in accordance with the conditions indicated in the specific TSC.
2. For other repairs - outside any TSC - the user shall pay for any costs as indicated in the valid price list or by individual agreement.
3. Payment for all paid repairs shall be charged by an invoice due within 14 days (unless indicated otherwise in the contract). Any agreed discounts shall be settled by means of a credit note within 3 working days after the timely payment of the invoice in question.

D) Repair Warranty

1. For any Warranty Repair, the warranty period shall be automatically extended by the time of the repair, however, exclusively for the subject of the repair in question.
2. For any post-warranty repairs (outside any TSCs), warranty of 6 months shall be provided for any repair (work) carried out and 12 months for any material delivered, with the exception of a new component (functional part) supplied which enjoys a warranty period of 24 months.

E) Personal data

1. IMA s.r.o. maintains the confidentiality of the personal data of its customers. In case of a need to transfer personal data, the transferred data are pseudonymized in the vast majority.
2. Data are transferred with the consent of the relevant customer. In case of a database transfer, the transfer is performed via secure channels or in encrypted form.
3. The data are not passed on to a third party; with the exception of legal obligations.
4. The data are being stored for the duration of the contract or for the duration of the warranty for the work performed.
5. Upon termination of the contract or warranty for the work performed, the data are being stored for a period of additional 5 years.
6. Deletion of the stored data can be requested at privacy@ima.cz.