Protect+ Plus

Protect Plus
Service Conditions

Midwich Group

Protect+ Plus

Table of contents

Protect Plus Service Conditions
Status: January 2025

1 Scope of application

1.1 Protect Plus Service Conditions (hereinafter referred to as “PPSC”) govern the provision of the Protect Plus Service (hereinafter referred to as “Service”). In addition to these PPSC, the provisions of the General Terms and Conditions of the company with which the Protect Plus contract was concluded apply. (*Kern & Stelly Medientechnik GmbH / https://www.kern-stelly.de/agb , Bauer und Trummer GmbH https://www.nmav.de/AGB , MobilePro AG https://www.mobilepro.ch/de/agb*)

1.2 These PPSC apply to all contracts, deliveries, and other services in commercial transactions with entrepreneurs as defined in § 14 BGB, unless otherwise explicitly agreed upon by the parties to the contract.

1.3 Unless otherwise agreed, these PPSC, as they are valid at the time of the customer’s order, or at least as provided to the customer in writing last, shall serve as a framework agreement for similar future contracts, without the need for us to refer to them individually in each case.

1.4 Our PPSC exclusively apply. Deviating, conflicting, or additional general terms and conditions of the customer do not become part of the contract unless their validity is explicitly agreed upon in writing by us. Our terms also apply even if, with knowledge of conflicting or deviating terms from those of our conditions, we perform the delivery or service to the customer without reservation.

1.5 Individual agreements (e.g., framework supply contracts) and details in our order confirmation take precedence over the PPSC. Trade terms are to be interpreted, in case of doubt, according to the Incoterms issued by the ICC in the version valid at the time of contract conclusion.

1.6 Where these PPSC refer to “days,” they exclusively mean working days, i.e., Monday to Friday, excluding national public holidays and public holidays in the states of Hamburg and Bavaria.

1.7 Side agreements, differing arrangements, as well as legally relevant declarations and notices from the customer concerning the contract (e.g., setting deadlines, reporting defects, withdrawal, or reduction) must be made in writing. This also applies to waiving the requirement for written form. “Written” in the sense of these PPSC includes both the written and text form (e.g., letter, email). Statutory formal requirements and additional proof remain unaffected.

2 Transferability

2.1 The customer is entitled to transfer or assign the services offered under these PPSC to its end customers, provided that these end customers are businesses as defined in § 14 BGB. However, the customer remains responsible for the fulfilment of all contractual obligations and guarantees that its end customers comply with these PPSC. Furthermore, the customer may not assign or transfer its rights and obligations under this contract, in whole or in part, without our prior written consent.

2.2 The customer ensures that its end customers are informed about the terms of these PPSC and accept that the service will be provided solely under these conditions.

2.3 The service is tied to the device and its serial number and cannot be transferred to other devices. Exceptions to this are the transfer of the remaining service period when replacing a device as per Section 7.1(a) of the PPSC.

2.4 The customer ensures that all applicable legal and regulatory requirements, including national and international sanctions, trade restrictions, and export control regulations, are complied with during the transfer or sale of the services offered under these PPSC. The customer is responsible for taking all necessary measures to ensure that no transaction or transfer violates such regulations. Compliance with these provisions is the sole responsibility of the customer.

3 Service area

3.1 The service, as outlined in Sections 7.1(a) and 7.1(b) of these PPSC, is only available in Germany and Austria.

3.2 The service also does not apply to remote or hard-to-access areas, such as islands, isolated mountainous regions, or extreme outlying areas, including but not limited to:

- Germany: Helgoland and the Frisian islands
- Austria: High Alpine mountainous regions

3.3 The customer, as per Section 9 of these PPSC, is required to provide an address. This address must be the location where the device is installed or used. The address must fall within the defined service area and meet the conditions outlined above. If the provided address is outside the service area or does not meet the specified conditions, we reserve the right to refuse contract acceptance or limit the service under specific conditions.

3.4 If a customer provides a delivery address outside the defined service area or in a potentially excluded region, we may, at our discretion, propose a customized arrangement. This proposal may include additional costs and may deviate from the standard service scope.

3.5 We reserve the right to change the service area at our discretion. Changes will be communicated to customers with a reasonable notice period.

4 Contract terms

4.1 Protect Plus can be purchased with different contract terms:

- Protect Plus – 1 year
- Protect Plus – 2 years
- Protect Plus – 3 years
- Protect Plus – 5 years

4.2 The term of the service contract begins on the invoice issuance date and automatically ends upon the expiration of the agreed contract term.

4.3 Unless otherwise agreed, the service contract will automatically renew for an additional calendar year upon the expiration of the original contract term. The automatic renewal will continue until a maximum total term of 10 years is reached. After the total term of 10 years, the service contract will automatically terminate. We reserve the right to suspend or terminate automatic renewal at any time without providing reasons. In such cases, the customer will be promptly informed in writing or electronically about the suspension or termination of the renewal. The customer has the right to cancel the automatic renewal in writing or via email to the Protect Plus Helpdesk Support no later than 30 calendar days before the end of the respective contract term. After this deadline, the automatic renewal for the next contract year will take effect. The conditions of the automatic renewal are identical to the existing contract terms unless the customer is informed of changes at least 60 calendar days prior to the start of the renewal period.

5 Service claim

5.1 The buyer is entitled to the service if:

a) a device purchased from us
b) which is covered by the service
c) does not function properly, and
d) the service is requested during the contract term in accordance with the terms of the PPSC

5.2 The determination of whether a device, as defined in Clause 5.1.c), functions properly lie solely with us. This determination is made at our reasonable discretion and is based on the concept of a defect in accordance with Section 434 of the German Civil Code (BGB).

5.3 The exact scope and details of the services are conclusively defined in Section 7 of this PPSC.

5.4 Notwithstanding Clause 5.1.a), the entitlement to the service also applies to a device not purchased from us, if we have expressly agreed to the conclusion of the contract and the provision of the service, and all other conditions of this PPSC are met.

6 Application Process

6.1 The service is requested from the Protect Plus Helpdesk Support (hereinafter referred to as “Helpdesk Support”) by the customer or their end customer via telephone or electronically (e.g., email) during regular business hours.

6.2 The contact details of the Helpdesk Support are provided in the certificate documents and on our website.

6.3 The customer is required to authenticate themselves during the application process by providing their contract number. The contract number can be found in the respective certificate. If authentication is unsuccessful, the Helpdesk Support is entitled to reject the customer’s request.

6.4 Calls to the Helpdesk Support may be recorded, provided this is permissible under the General Data Protection Regulation (GDPR) and other relevant legal provisions applicable in the respective region.

7 Protect Plus Service

7.1 The service generally includes the free shipping of replacement devices, reverse logistics for the collection of a device that is not functioning properly, and Helpdesk Support.

a) Free shipping of replacement devices
If the customer has a claim for the service according to Section 5.1 of this PPSC, we will ship a replacement device at our expense to the address specified by the customer according to Section 3.3 of this PPSC.

- Depending on availability and the specific circumstances of the individual case, a comparable replacement device with the same technical specifications or an identical device will be delivered. The replacement device may also be of higher quality and may differ visually from the original variant (e.g., colour, shape, etc.).
- Shipping will be carried out according to Incoterms DDP.
- We will make reasonable efforts to hand over the replacement device to a shipping service provider for dispatch on the next business day after the request is made, as per Section 6 of this PPSC. If this is not possible, we will promptly inform the customer and provide a new shipping date.
- The replacement device may be a refurbished device.

We reserve the right to, in certain situations, provide only the replacement of defective parts instead of a full device exchange. The Helpdesk Support will review each case and decide, at its reasonable discretion, whether a partial replacement is carried out.

The customer will be informed of the decision. The remaining service term will be transferred to the components provided as a replacement.

The free shipping of replacement devices is limited to (3) incidents per calendar year per registered device. Once this maximum is reached, there will be no further entitlement to free shipping of replacement devices for that year. Unused incidents cannot be carried over to the following year.

The first delivery attempt of the replacement device is free of charge. Should the first delivery attempt fail, and the reason lies with the customer, we reserve the right to charge the customer for any subsequent delivery attempts. If the complete delivery fails, and the reason lies with the customer, we will charge the customer for all return shipping costs

b) Reverse logistics for device collection

If the customer has a claim for the service according to Section 5.1 of this PPSC, we undertake to ensure that the defective device is collected from the address specified by the customer according to Section 3.3 of this PPSC. The customer will be provided with a suitable shipping packaging for the reverse logistics, which is the same packaging used to ship the replacement device according to Section 7.1.a) of this PPSC. The customer is required, unless otherwise agreed, to include all accessories (e.g., cables, screws, remote controls, etc.) along with the defective device. Missing accessories or an incomplete shipping package will be invoiced to the customer. The customer agrees to make the packaged defective device available at the curb for our carrier to pick up and load, ensuring it is properly packed to avoid transport damage. The first collection attempt is free of charge. If the first collection attempt fails and the reason lies with the customer, we reserve the right to charge the customer for any subsequent collection attempts. In the event of a third failed collection attempt, for which the customer is responsible, we reserve the right to invoice the full purchase price of the device.

c) Helpdesk-Support

The service also includes an additional Helpdesk Support. This service includes the following offerings:

Unlimited, exclusive Helpdesk Support	✓ Exclusive digital support via a modern ticketing system ✓ Transparent tracking of submitted support requests ✓ Expert handling of ticket inquiries ✓ Accessibility of the ticketing system via email, as per Section 6 of the PPSC ✓ Number of support requests per year: unlimited
Unlimited, exclusive telephone support	✓ Exclusive telephone support ✓ Handling of the hotline by subject matter experts ✓ German-speaking telephone support during regular business hours

	✓ Exclusive, English-speaking telephone support available 24/7, Monday to Friday (excluding public holidays as per Section 1.6 of this PPSC) ✓ Number of support requests per year: unlimited

7.2 We reserve the right to engage third parties to perform the service in whole or in part. This engagement will be carried out in compliance with applicable legal provisions and the maintenance of service quality. The use of third parties does not relieve us of responsibility for the proper fulfilment of our contractual obligations.

8 Exclusion of Protect Plus

8.1 Claims under Section 7 of this PPSC are excluded for damages or defects caused:

a) by the customer, their end customer, or any other third party;

b) by the integration of other devices connected to or that can be used with the device or replacement device;

c) by improper use, operation, or handling of the device;

d) by misuse, including, but not limited to, physical, cosmetic, or superficial damages, improper installation or use of the device, non-compliance with manufacturer or our instructions, inadequate maintenance of the device according to manufacturer instructions, or modifications to the device;

e) by virus infections, malware (including, but not limited to, viruses, Trojan horses, spyware, ransomware), or by the use of software not supplied with the device or explicitly authorized by us, or software that has been improperly installed, manipulated (e.g., by jailbreaking software), or altered in a way not in accordance with the manufacturer's guidelines;

f) by self-repair or repair attempts by unauthorized persons;

g) by the use of software that is so outdated that it no longer ensures the device's functionality, has been disabled by the manufacturer, or must no longer be used for security reasons;

h) by open and concealed transportation damages.

8.2 The determination of whether an exclusion under Clause 8.1 exists is solely at our discretion. This determination will be made at our reasonable judgment and based on the concept of a defect according to Section 434 of the German Civil Code (BGB).

8.3 If the customer does not purchase Protect Plus at the same time as the device (i.e., the purchase/contract conclusion of the device and Protect Plus do not occur on the same

day, as indicated by the invoice date), there is a blocking period of 30 days. During this blocking period, the customer is excluded from making claims under Section 7 of this PPSC. This blocking period always applies when the customer purchases Protect Plus for a device that was not purchased from us.

9 Data Provision

9.1 The customer is obliged to provide all necessary data for the activation of Protect Plus fully and within the specified timeframe. For this purpose, a separate form will be made available to the customer. The deadline for completing the form will be communicated to the customer upon submission of the form.

9.2 If the customer does not complete the form fully and in accordance with the requirements of this PPSC, the issuance of a certificate will not be possible. Without the issuance of a certificate, a contract number cannot be assigned. A missing valid contract number will prevent the customer from authenticating themselves in the support process according to Section 6 of this PPSC, meaning the Helpdesk Support is not obligated to initiate a support case.

10 Return of the replacement device and reimbursement

10.1 If the customer receives a replacement device and it becomes apparent, based on this PPSC, that the customer has no entitlement to the replacement device, the customer is obligated to return the received replacement device at their own expense within seven days. Failure to return the device within this timeframe will entitle us to fully charge the device.

10.2 The customer is responsible for the costs of returning the device as well as all associated expenses. Furthermore, the customer agrees to fully reimburse the provider for any costs incurred due to the improper provision of the replacement device, including but not limited to shipping costs, administrative fees, and other expenses.

11 Place of jurisdiction, place of performance, applicable law

11.1 This PPSC are provided in the English language for convenience. In the event of any discrepancies or inconsistencies between the English version and the German version, the German version shall prevail.

11.2 This PPSC and the entire contractual relationship between us and the customer are governed exclusively by the law of the Federal Republic of Germany, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG).

11.3 The place of performance for all obligations under the contract is Hamburg. The place of jurisdiction for any disputes arising from the contract, as well as its formation and validity, is Hamburg, unless the customer is a merchant, a legal entity under public law, or a special fund under public law. This also applies if the customer is a business entity

under Section 14 of the German Civil Code (BGB). However, we are entitled to sue the customer at their place of business.