

General Authorised Apple Service Provider Terms & Conditions

1. These General Service Terms and Conditions (hereinafter referred to as the “GSTC”) govern the performance of the warranty, out-of-warranty and after-warranty service of Apple devices and selected accessories (hereinafter referred to as the “Device”) at all establishments of the authorized Apple service, which is the business company Smarty CZ A.S., Olivova 2096/4, 110 00 Praha 1, Company ID: 24228991, DIČ: CZ24228991 (hereinafter referred to as “Provider”).
2. The customer acknowledges that the Provider is not obliged to make repairs to the apparatus if:
 - the Device is irreparably damaged,
 - the Device is disassembled or some parts of it are missing (e.g. mechanically divided - by force - into several pieces),
 - unauthorized modifications have been made to/in the Device, and the customer acknowledges that upon detection of prior unauthorized interference to the Device, the repair may not be completed and the Device may not be in its original condition, if the character and nature of the Device prevent this,
 - the Device contains counterfeit or non-genuine parts, whereas the customer acknowledges that in the case of detected use of a non-original battery, the Device will void warranty.
3. Upon acceptance of the Device for servicing, the Provider writes a repair report with the customer (hereinafter referred to as the “Report”), which is an integral part of the GSTC. By signing the Report, the customer agrees with both the contents of the Report and the GSTC.
4. If the customer gives his/her e-mail address on handing over of the Device for servicing, he/she agrees to receive electronic means of communication and acknowledges that the Provider will not send a paper form through a licensed postal service provider.
5. The customer is aware of and agrees that his/her personal data will be processed in the Provider information system within the meaning of Act No. 101/2000 Coll. The customer is entitled to revoke his/her consent at any time after receipt of the Device from the Provider.
6. The Provider is not liable for any data and versions of programs placed/stored in the repaired Device or storage medium.
7. The warranty repair will be made within the period in accordance with the generally binding legal regulations, unless the Provider stipulates a shorter period.
8. All prices for repairs or related services are listed in the valid price list (hereinafter referred to as the “Price List”), which is located on the Provider website.
9. The customer acknowledges that the Device accepted for repair must be left in the Provider for the entire period of servicing.
10. Provision of a replacement device during the repair period of the Device may incur a fee.
11. In the case of out-of-warranty and post-warranty repairs, the fault diagnosis will be charged to the customer only if the customer requests the return of the Device without any servicing work, in the case of an unrepairable fault, or if the diagnosis is carried out as a single operation at the customer's request.
12. The Provider is not responsible for increasing the extent of damage or malfunction of the Device due to transport, during the servicing, or disassembly for the purpose of diagnosis, especially, but not exclusively deteriorated parts of the damaged display, loss of function of the Device due to oxidation etc.
13. The customer acknowledges that the warranty does not cover, in particular, defects caused by mechanical damage or customer intervention, improper use, operation and improper storage of the Device, damage caused by moisture or liquid, use of incompatible or inappropriate software or hardware, defects caused by improper installation.
14. If the defect was caused by dirt in the Device, this is not a warranty repair and the cost of cleaning is borne by the customer.
15. The customer expressly acknowledges that after the servicing, the latest compatible version of the Software may be installed on the Device, and the Provider bears no responsibility for the compatibility of stored data and applications. The software properties may not always match the properties of the previous software (e.g. accessing certain functions, changing the user menu, etc.). If the customer requests a backup of the data, it is necessary to notify this fact before the repair starts, and the customer acknowledges that this service may incur a fee.

16. In the case of out-of-warranty and post-warranty repairs, the customer undertakes to pay the agreed price of the repair if it is possible to determine the price at that moment. If it is not possible to set the price of the repair before acceptance by the Provider, the price of the repair is sent by email to the customer and the customer must agree with the proposed price, otherwise the repair will not be started. After approval of the price proposal by the customer, or after the commencement of the repair, this repair can no longer be cancelled and the customer is obliged to pay the price of the repair.
17. The customer acknowledges that withdrawal from the purchase agreement or other similar legal claims of the purchaser from the purchase agreement, which does not consist in repair of the object, can only be exercised at the seller.
18. The Provider will remedy the defects from the Device to the extent that the customer has described in the Report.
19. The customer is obliged to confirm the acceptance of the repaired Device in writing and he/she is obliged to check the external condition of the Device upon personal acceptance of the Device from repair. In the case of delivery of the Device from repair by a contracting carrier of the Provider, the customer is obliged to check the external condition of the Device without delay and within 24 hours at the latest. In the event of an irregularity, it is necessary to contact the Provider by telephone or e-mail by the next working day at the latest. An incomplete or damaged consignment can be returned to the carrier. However, if the customer consents to such a consignment, it is necessary to write the damage report with the carrier and to send this without undue delay by email to the Provider at servis@iwant.cz. Additional complaints about the incompleteness of the consignment, its external damage or damage to the Device itself does not deprive the customer of the right to claim, but provides the Provider with the opportunity to prove that there is no conflict with these terms and conditions and thus needn't be taken into account.
20. The Provider provides a 90days warranty for the work carried out.
21. In the case of orders that are not collected by the customer within six months from the date of the end of the repair, the Provider shall be entitled to sell the Device at its own expense and to use the proceeds to cover the debt, or dispose of the Device.
22. If the customer wishes to send the repaired Device to his/her address, he/she will be charged the shipping costs which will be communicated to him/her in advance.
23. Unless otherwise specified by the customer in advance, the defective Apple parts are always returned to the manufacturer, both in the case of warranty and paid repairs. The customer acknowledges that failure to return the defective part to the manufacturer as expressly requested by the customer shall affect the price of the repair.
24. In the event of any ambiguity regarding the application of the warranty, the applicable Apple terms and conditions always apply, available on:
 - [Jednoroční omezená záruka společnosti Apple](#) (Apple one-year limited warranty)
 - [Produkty společnosti Apple a český zákon o ochraně spotřebitele](#) (Apple products and the Czech Consumer Protection Law)
25. These General Service Terms and Conditions are valid and effective from 1 2018 and override any previous version of the GSTC, including their parts and annexes, which are further available to view in electronic form on the Provider website.