



# Warranty Certificate

## 12 months Seller Warranty



Last Revised: August 2022 - For orders before August 2022, please refer to the applicable version of [the Terms of Sale](#)

All Sellers that sell Products on iBack Market marketplace [www.backmarket.ie](http://www.backmarket.ie) shall offer Buyers the commercial warranty described below (the "Seller Warranty").

The capitalized terms in this Seller Warranty have the meaning assigned to them (i) in this Seller Warranty when they are defined, or (ii) when they are not defined in this Seller Warranty, in the Terms of Sale [available here](#).

### 1. What is covered by the Seller Warranty?

The Seller Warranty applies to all Products purchased on [www.backmarket.ie](http://www.backmarket.ie). For 12 months after the delivery date (or any longer period as specified on the Product Sheet by the Seller), the Seller warrants to the Buyer that the Product shall be free from defects in materials and workmanship and undertakes to:

- have Buyers benefit from a **presumption of non-conformity**: it is assumed that the defects that appear during the Seller Warranty period existed at the time of the delivery, unless the Seller can prove otherwise;
- provide an answer to the Buyer within **24 hours** (excluding weekends and public holidays);
- Provide the Buyer with a **return label for returning the defective Product, free of charge** within **1 business day** once the Buyer has completed the form available via their customer account. The shipment cost for returning the Product will be paid by the Seller;
- Offer, as fast as possible and in any case **within five business days** from receipt of the Product(s), a repair or replacement solution. In case of replacement or repair, the Seller will pay the cost of shipping the replaced or repaired Product to the Buyer. For logistical reasons, for large or heavy Products (i.e. Products weighing more than 30 kg or with dimensions of more than 1,5 m) and electric bikes, the Seller has 30 days from the receipt of the Product(s) to offer a replacement or repair solution. Reimbursement will be offered only when repair or replacement of the Product are not possible. In such a case, the Buyer may return the Product and receive a total reimbursement, or keep the Product and receive a partial reimbursement.

### 2. What is not covered (warranty exclusions)?

The Seller Warranty is excluded in the following cases:

- when the Product is oxidized or broken;
- when one or more of the components of the Product have been manipulated by the Buyer or a third party not authorized by the Seller;
- when the use of the Product by the Buyer exceeds a so-called normal use, i.e. a use usually expected from a similar product;
- in case of negligence or lack of maintenance of the Product by the Buyer, or in case of an accident (e.g. a fall) occurring after the delivery of the Product.

In addition, normal wear and tear of the Product is not covered by the legal guarantees nor by the Seller Warranty.

### 3. Back Market's assistance

In addition, the Buyer benefits from the assistance of Back Market that acts as a third party-arbitrator: if the Seller does not comply with their obligations to the Buyer, Back Market may, under the conditions set forth in the Terms of Sale, [available here](#), implement a solution in the name and on behalf of the Seller after having obtained the Buyer's opinion, one of the following solutions, depending on the claim: (i) reimbursement of the price of the order or of the disputed Product to the Buyer, (ii) return to the Buyer of a Product that is in conformity with the Product ordered, (iii) repair of the non-conforming Product, and, if applicable, (iv) providing the Buyer with prepaid label for returning the Product, under the conditions set forth in the Terms of Sale, [available here](#).

### 4. How to obtain the warranty service?

To obtain the warranty service from the Seller under this Seller Warranty, the Buyer must contact the Seller by logging into their Back Market customer account or via the contact form available [under this link](#).

### 5. Liability

Back Market is in no way the Seller of the Products, which are sold directly by the Seller. Back Market acts as a simple intermediary and its liability cannot be sought in the event of a dispute in connection with this Seller Warranty.

### 6. Is this warranty an insurance?

No, this Seller Warranty is not an insurance, and no Buyer or third party is an insured or third party beneficiary under this Seller Warranty. Namely, it does not apply in case of loss by the Buyer or theft. In addition to the legal guarantee and the Seller Warranty, Buyers may take out a paid insurance covering breakage and theft of the Product.

### 7. Legal rights

The Seller Warranty is offered in addition to the legal guarantee due by the Seller and therefore does not affect the Buyer's rights under this legal guarantee. To know more about their legal rights, Buyers can refer to the Terms of Sale, [available here](#).

### 8. Governing Law and Dispute resolution

The Seller Warranty shall be governed by the laws of Ireland. In the event of a dispute related to this Seller Warranty, the Buyer may involve a consumer affairs mediator free of charge for the amicable resolution of the dispute between them and the Seller under the terms set out in the Terms of Sale, [available here](#).

Please note that Back Market is not the Seller of the Products. If the Buyer wishes to launch legal proceedings, they will find all the information relating to the Seller's identity on the Seller Sheet or on the corresponding sales invoice.