

REPAIR TERMS AND CONDITIONS

PROSERV support and repair center (hereinafter referred to as the "Service Centre") shall undertake repairs to any equipment listed overleaf (hereinafter referred to as the "Equipment") in accordance with the following terms and conditions (hereinafter referred to as the "Repair Agreement").

Terms and Conditions

1. In-Warranty/ Out-Warranty Repairs

1.1. Where repair is to be carried under a relevant warranty, such repair shall be undertaken according to terms of the applicable warranty card issued by the seller of the Equipment together with the terms of this Repair Agreement. The Service Centre reserves its right to ask for sufficient proof of any warranty prior to undertaking the repairs.

2. In-Warranty/ Out-warranty Repairs

2.1. The Service Centre shall make all reasonable efforts to repair your Equipment subject to the availability of any spare parts required and/or the terms of any relevant warranty. Repairs of any defective Equipment or parts shall be undertaken according to related manufacturer's repair procedures. Any estimate for completion of the repair which may be given to the customer is an estimate only and does not form any obligation under this Repair Agreement.

2.2. Prior to undertaking repairs to the Equipment (out-warranty repairs), the Service Centre shall carry out a diagnostic to identify the scope of repairs. The customer shall be informed of the repair work to be undertaken together with the associated costs and the Service Centre shall only undertake repairs upon customer's written approval. A diagnostic fee of Rs. 575 (including VAT) is payable in advance and shall be waived only if customer agrees to proceed with the repairs at the Service Centre. The customer is also made aware that in the course of repair works, hidden faults may be identified and the Service Centre shall endeavor to notify the customer of any additional works and charges which may be applicable prior to undertaking any such repairs.

2.3. The minimum chargeable labour cost for any repair shall be one hour.

2.4. The Service Centre shall notify the customer when the Equipment is available for collection. In the event the customer fails/neglects to collect his/her Equipment within 90 days from the date of such notice, the Service Centre reserves its right to dispose of the Equipment as it may deem appropriate without any compensation to or obligations towards the customer and without incurring any liability for such disposal. Any sum obtained on disposal will be used to meet any unpaid estimate or repair charges which the customer is liable to pay and any remaining balance will be sent to the customer or will remain payable by the customer accordingly. The customer hereby waives any claim(s) he/she may have against Service

Centre and against its directors, officers, managers, agents, and/or preposés regarding such disposal.

2.5. The Service Centre reserves its rights to withhold delivery of the Equipment after repairs until all charges due have been settled by the customer. The Service Centre may also charge an additional fee for storage of the Equipment.

2.6. Service Centre's out of warranty/chargeable repairs are guaranteed for 90 days from the date notice is issued to the customer to the effect that the Equipment is ready for collection. If the same fault should re-occur the Service Centre will repair it free of charge. If the Equipment develops an additional fault unrelated to the original repair, the repair warranty contained in this paragraph will not apply. Any claim regarding repair or Equipment's functionality must be notified to Service Centre (at the address and contact details stated overleaf) in writing. Customer shall be deemed to have waived any claims with respect to the Equipment unless the Service Centre is notified in writing of a claim within 3 days of the date of the delivery of the Equipment.

2.7. The customer is advised to inspect the Equipment upon delivery and must promptly notify the Service Centre of any apparent defects such as visual cosmetic defects or general operation issues. The customer's failure to notify the Service Centre of such defect within 24 hours shall conclusively be presumed to be free from any defect.

2.8. The customer shall be solely liable for any damage caused to any loaned equipment in its possession during such repairs and shall indemnify the Service Centre for the costs of remedying same.

2.9. Technical intervention with respect to repairs of certain faults (including but not limited to physical damages/ cracks and/or liquid damages/or traces of oxidation), may render the Equipment unusable. In the event the customer provides instructions to the Service Centre to proceed with such repairs, the customer acknowledges that the Service Centre shall be discharged from any liability in the event the Equipment becomes unusable.

2.10. Any data or information that the customer may have stored on the Equipment shall remain customer's sole responsibility and the Service Centre accepts no liability for loss or corruption of such data howsoever caused. Customers are advised to keep a record of any such data. By accepting these terms and conditions, the Customers agrees that his or her personal data may be used for after-sales services.

2.11. In no circumstance shall the Service Centre be liable for any indirect, special or consequential loss arising out of or in connection with this Repair Agreement, including any loss of business, loss of data, revenue, profits or any other indirect or consequential loss or damage howsoever arising. In any event, liability of Service Centre shall not exceed the amount charged by the Service Centre for the repairs giving rise to a claim.

2.12. All sums not paid on due date shall bear interest automatically and as of right at 2% per month, without the Service Centre having to fulfill any judicial or extra-judicial formality. In addition, all costs of collections, including attorney's fee amounting to 10% of all sums due, incurred by Service Centre will be reimbursed by the customer.

2.14. This Repair Agreement shall be governed by the laws of the Republic of Mauritius.

3. DATA PROTECTION

3.1 Notwithstanding anything to the contrary in this Agreement, any personal data collected and/or processed for the purposes and/or the performance of this Agreement shall be so collected and/or processed by the Parties and their agents in accordance with applicable data privacy laws and regulations in force. The Service Provider herein also undertakes to abide at all times by the Company's Data Processor's Code of Conduct found on www.harelmallac.com

3.2 The collection of customers' personal information (hereinafter referred to as "Personal Information") set out overleaf is necessary for the provisioning of services under this Repair Agreement. By accepting the Repair Agreement, Personal Information may also be used for the purpose of sending customer feedback form, advertising and/or promotional material and to that effect your Personal Information may be transferred to third parties (locally and/or internationally) being its subcontractors or those within the Harel Mallac Group. Customers who wish to have access, amend, or delete any data relating to him/her, may do so by contacting Linxia Ltd by email at customerservice@linxia.mu

4. This Repair Agreement shall be governed by the laws of the republic of Mauritius.

The present Terms and Conditions are hereby read and approved by the Customer:

I, the undersigned Customer, hereby:

- Declare having read the Privacy Policy of Linxia Ltd;
- Accept to my personal data being used by the Service Center, its designated agents and/or its related companies within the Harel Mallac Group for the purposes of marketing their products and services and/or assessing customer satisfaction. (Please tick (✓) where appropriate)

YES, I ACCEPT NO, I DO NOT ACCEPT

Customer's Name: _____

Customer's Signature: _____

Date: _____