

**WARRANTY TERMS & CONDITIONS**

- 1. These terms and conditions apply to the limited warranty ("Limited Warranty") for the product purchased ("the Product") and accompanied with a warranty card ("the Warranty Card").
- 2. The Limited Warranty services are provided by ProServ ("the Service Centre") situate at Old Pailles Road, Pailles, Mauritius.

**Part I: THE LIMITED WARRANTY**

- 3. The Limited Warranty is valid only in Mauritius and for the period set out in the Warranty Card ("Warranty Period") starting as from the date of original purchase of the Product.
- 4. The Limited Warranty is valid only for the original purchaser ("the Customer") of the Product and is not transferable. Lost or damaged Warranty Cards will not be re-issued. Any altered or defaced Warranty Card will be considered invalid and null.
- 5. For any claim under the Limited Warranty, the Customer must present the Warranty Card and/or any valid proof of purchase containing name and address of the Customer, purchase date, model number and serial number of the Product.
- 6. The Limited Warranty covers defects in material and workmanship encountered under normal use and installation of the Product, subject to these terms and conditions.
- 7. The defective Product or parts thereof covered under the Limited Warranty will be repaired or replaced (with comparable and/or refurbished equipment or parts) as determined by the sole discretion of the Service Centre and in accordance with the related manufacturer's procedures.
- 8. The Service Centre shall only proceed with the replacement of the Product covered under the Limited Warranty where the Product has been determined as beyond repairs. The Service Centre reserves the right to replace the Product with another product having same or similar specification. Under no circumstances, the Service Centre will consider a customer's request for replacement of the Product.
- 9. Any Product or part thereof replaced shall become the property of the Service Centre.
- 10. Any repair or replacement performed by the Service Centre during the Warranty Period shall not cause any extension or modification of the Warranty Period at the date of purchase.
- 11. All decisions by the Service Centre in respect of the Limited Warranty (including repairs, replacements or issues relating to defects of workmanship or materials) shall be conclusive and binding on the Customer.
- 12. If the Product is capable of storing software programs, data or other information ("Data"), the Customer must transfer the said Data to a replacement device as a back-up copy and remove all personal information that he wants to protect. During the Limited Warranty services, it is possible that the Data will be lost, replaced or reformatted. The Service Centre will not be responsible for (i) any loss of Data, and (ii) the reinstallation, reconfiguration or restoration of the Data. The reinstallation, reconfiguration or restoration of the Customer Data (if possible) will be chargeable.
- 13. The Limited Warranty is the Service Centre's sole and exclusive liability in respect of defects in the Product. The Service Centre's liability under the Limited Warranty is limited to the purchase price of the Product.
- 14. The remedies in the Limited Warranty are the Customer's sole and exclusive remedies. The Service Centre shall not be liable for loss of data or any incidental, indirect, special or consequential damages (including loss of benefits, revenue or profits) arising from or in connection with the Product and the Limited Warranty.
- 15. Any estimate time for completion of the repairs is indicative only and does not form or construed any obligation under the Limited Warranty.
- 16. Should the Service Centre determine that the repairs required are not covered under the Limited Warranty for whatever reason, the Customer will be duly notified. If the Customer authorises the repair, which are not covered under the Limited Warranty, the Customer will be charged for the costs associated with the repairs (including replacement parts, labour and transport (where applicable)).
- 17. Any repairs to be carried out at the premises of the Customer will bear a fee.
- 18. Notwithstanding the Warranty Period of the Product as set out in the Warranty Card, the warranty period of the Product's battery is limited to:
  - (a) 6 months on bar phone, smart phone, tablet and video recorder; and
  - (b) 1 year on notebook.

**Part II: WARRANTY EXCLUSIONS**

- 19. The Limited Warranty does not cover:
  - (a) Loss or damage to the Product arising from or in connection with:
    - (i) abuse, tampering, modification, disassembling and/or repairs other than by the authorised personnel of the Service Centre;
    - (ii) negligent use and/or misuse (including improper storage, exposure to moisture, excessive temperature, sand, dust, dirt, corrosion, oxidation, other pollution or other environmental

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Name of Client \_\_\_\_\_

- conditions and failure to follow recommended precautions and operating instructions as per user's manual);
- (iii) fire, flood, lightning, strike or other acts of God;
- (iv) defective consumable items such as battery leakages and short circuits
- (v) viruses; and
- (vi) accidental damage (including spillage of food or liquid, fall, damage caused by insects, vermin or reptiles).

- (b) Loss or damage to the Product arising from or in connection with the malfunction of, connection to and/or use of parts, accessories and consumables not authorised or recommended by the manufacturer (including re-conditioned, tampered, re-used and/or non-genuine parts from another manufacturer, accessories and consumables). In such event, the Service Centre reserves the right to terminate the Limited Warranty forthwith.
- (c) Loss or damage to the Product arising from or in the connection with any electrical supply (including but not limited to cables, wires, plugs)
- (d) Loss or damage to the Product arising out or in connection with the use of third party software. Any third party software sold with the Product shall be subject to the terms and conditions of the end-user license agreement included with the software.
- (e) Product with its serial number, IMEI number and/or equivalent removed, defaced, or altered.
- (f) Any deterioration or damage due to normal wear and tear (including scratch or damage on all plastic surfaces and other externally exposed parts of the Product).
- (g) Consumables items, expendable parts, accessories and optional items (including but not limited to bulb/lamp, drum unit, print head, laser unit, fuser unit, photoconductor, toner cartridge, ribbon, battery, battery pack, battery charger, power adapter, cable, connector, CF/SD storage card, CD-ROM, ink sheet, antenna, OPC magazines, knobs, trays, glass or plastic or any breakable attachments).
- (h) General Product maintenance, demonstration, installation, routine servicing, calibration and customisation of the Product.
- (i) Repair work to remote control devices.
- (j) Minor pixel defects of LCD displays occurring in systems equipped with LCD display technology.
- (k) Transport cost to and from the Service Centre and associated risks or damages that may arise out or in connection with the transport.

**Part III: OPTIONAL NEXT BUSINESS DAY WARRANTY – ("NBD Warranty")**

- 20. In addition to the Limited Warranty services, the Service Centre offers for certain products a NBD Warranty. The following special terms and conditions apply to products covered under the NBD Warranty.
  - (a) The NBD Warranty services are applicable only during the first year of the Warranty Period.
  - (b) The NBD Warranty services will be provided only upon presentation of the Next Business Day Warranty Card.
  - (c) The defective Product to be repaired under the NBD Warranty services must be brought by the Customer to the Service Centre.
  - (d) The NBD Warranty does not cover the following interventions:
    - (i) Software related;
    - (ii) Virus infections;
    - (iii) Recovery of data; and
    - (iv) Repairs for any damage caused by negligent and/or misuse of the Product
 Any such interventions falling outside the scope of the NBD Warranty will be borne by the Customer.
  - (e) The repairs schedule applicable under the NBD Warranty is as follows:

	Day 0	Day 1	Day 2
Case # 1	Faulty product collected <b>before</b> 12h00	Repairs completed and delivery between 12h00 and 16h45	
Case # 2	Faulty product collected <b>after</b> 12h00	<Repairs in progress>	Repairs completed and delivery before 12h00

**Part IV: GENERAL**

- 21. Nothing in these terms and conditions or otherwise arising from or in connection with the Limited Warranty shall be deemed or construed to be a policy of insurance between the Service Centre and the Customer.
- 22. The Limited Warranty including these terms and conditions shall be governed by and construed in accordance with the laws of Mauritius.

Client's Signature \_\_\_\_\_