

## PRODUCT WARRANTY

**MUSTEK LIMITED (1987/070161/07) (“MUSTEK”) PRODUCT WARRANTY IN RESPECT OF BROTHER INTERNATIONAL LIMITED INKJET & LASER PRINTERS AND/OR SCANNERS AND/OR MULTIUNCTION CENTRES (COLLECTIVELY “THE PRODUCTS”) SOLD AND DISTRIBUTED BY MUSTEK LIMITED AFTER 1 June 2020**

### **1. SCOPE OF WARRANTY**

- 1.1 Mustek Limited (hereinafter “Mustek”) warrants the Product to be free from defects in material and workmanship (manufacturing defects) for the warranty period (as defined in paragraph 2.1 below) (“the warranty period”), *subject at all times to the limitations and exclusions reflected in clauses 1.4, 1.5, 1.6, 1.8 and clause 4 below-herein.*
- 1.2 During the warranty period Mustek shall, at its option and in its sole discretion, be entitled to either repair the defective Product with new or rebuilt parts, or replace same with a new or rebuilt Product. The defective parts or Product (as the case may be) that are replaced shall immediately become the property of Mustek.
- 1.3 Mustek does not warrant that the operation of any Product will be uninterrupted or error free or that same will occur with a certain speed.
- 1.4 Mustek’s limited warranty covers only those defects contemplated in paragraph 1.1 above, that arise as a result of normal use of the Product and does not cover any of the defects which arise from, *inter alia*, : (a) improper maintenance or modification of the Product; (b) software, media, parts or supplies not provided or supported by Mustek; (c) operation outside the manufacturer’s Product’s specifications; or (d) unauthorized modification or misuse of the Product; or (e) heat or water (f) lightening; or (g) power surges; or (h) defects attributable to incorrect installation of the Product.
- 1.5 The aforementioned warranty is valid and shall only apply to Products purchased from Mustek as evidenced by an original invoice from Mustek.
- 1.6 **Kindly note that the use of non-approved or non-genuine Brother ink, toner, parts or other consumables (“the consumables”) in respect of the Product may cause the aforementioned warranty to be void to the extent that any defect is either caused by or attributable to the use of such non-approved or non-genuine consumables as the case may be.**
- 1.7 Mustek shall not be bound by any other warranties (whether express or implied) not

recorded herein. This limited warranty replaces and supercedes any other warranty against manufacturing defects given by Mustek in respect of any Product.

1.8 Kindly note that the above warranty shall not apply in respect of:

1.8.1 consumables used with the Products, including but not limited to, any external covers, platen glass, trays, batteries, toners, drums, separation pads, OPC belts and all consumables of print volume related parts; and

1.8.2 software provided or external software used on the Product, nor does the warranty include the setup or trouble shooting of associated software provided or non-Brother software used on the Product.

## **2. WARRANTY PERIOD**

2.1 For the purposes of this warranty agreement, the term “*warranty period*” shall mean the period commencing from the date of purchase of the Product by you and terminating on a date occurring 60 (Sixty) consecutive months thereafter, whereafter the warranty shall lapse and no longer be of any force or effect.

## **3. WARRANTY PROCESS (CARRY-IN OR ON-SITE)**

3.1 Should you Product be sold with a “*carry-in*” warranty i.e. you are obliged to deliver the defective Product to Mustek’s offices in your region within the borders of the Republic of South Africa (“the Republic”). The said warranty is furthermore only valid within the Republic.

3.2 Should you Product be sold with an “*on-site*” warranty (as reflected in your invoice from Mustek or its approved reseller), Mustek or its agents shall attend at your premises to endeavor to remedy the defect or should same not be possible, collect the defective Product and return same after the repair has been attended to by Mustek’s technical department.

3.3 Warranty claims shall only be processed by Mustek if an invoice (Issued by Mustek or a Mustek approved reseller) including all necessary information on purchase date, seller and Product serial number is enclosed with the Product. Mustek may demand production of the original invoice (Issued by Mustek or a Mustek approved reseller).

3.4 Kindly note that:

3.4.1 repairs will only be attended on Monday – Friday from 8h00 am to 17h00, excluding public holidays in the republic of South Africa; and

3.4.2 the warranty contained herein is not transferable.

#### **4. SUPPLEMENTARY WARRANTY EXCLUSIONS**

4.1 Kindly note, without derogating (detracting) from the provisions of paragraph 1.4 above, that the warranty in paragraph 1 above shall not apply in respect of the following (as determined by Mustek in its sole discretion):

4.1.1 replacement of or repairs to consumables, covers, paintwork, batteries or any refurbishment of the Product;

4.1.2 damage/ defects to the Product arising from:

4.1.2.1 accident, water damage and/or natural disasters, (including but not limited to lightning, flood, earthquake and fire);

4.1.2.2 abnormal operating conditions (e.g. excessively high or low temperature and humidity, or dust in the computer room, or power fluctuations);

4.1.2.3 connections of unauthorized or non-approved auxiliary product/s to the Product or by use with any other device/product;

4.1.2.4 negligent use, abuse or misuse of Product;

4.1.2.5 occurring during or attributable to transportation of the Product;

4.1.2.6 unauthorised removal or breaking of any seal of contained in the Products;

4.1.2.7 failure due to users not operating the Product in accordance with the operating instructions for such Product as published by Mustek or the original Product manufacturer from time to time in whatsoever form (eg User Manual, Handbook or Notice) and any addendum thereto or any instructions published on the website : "*support.brother.com*";

4.1.2.8 any alterations or modifications to the Product not carried out by personnel authorised by Mustek; and

4.1.2.9 the external cleaning of any cases, covers, screens, or any other part of the Product in a manner not prescribed

- by Mustek or the original manufacturer of the Product;
- 4.1.2.10 liquid or chemicals coming in contact with the Product;
- 4.1.2.11 any failure by you to properly maintain the Product;
- 4.1.2.12 foreign matter coming into contact with the Product such as liquid, moisture, insects or dirt; and/or
- 4.1.2.13 installation and set-up of the Products.
- 4.1.3 any maintenance or support services required as a result of normal use (wear and tear) of the Product.

**5. The warranty granted herein shall immediately be void should the serial number on the Product be altered, removed, broken or be illegible.**

**6. WARRANTY CLAIMS CONTACT : All valid warranty claims should be addressed to the Mustek Help Desk on: Tel : 0860002929 or Email : [helpdesk@mustek.co.za](mailto:helpdesk@mustek.co.za)**

**7. SOLE REMEDY**

Mustek obligations and your remedies hereunder are solely and exclusively as stated herein. Mustek's liability, whether based on contract, delict or strict liability, or otherwise, shall not exceed the purchase price of the individual Product whose defect or damage is the basis of the claim. In no event shall Mustek be liable for any loss of profits, loss of use of facilities or equipment or other indirect, incidental, or consequential damages suffered by you arising from any defective Product.