

RECTRON WARRANTY POLICY

Please initial each page of this document where indicated, and sign fully at the end of the document.

1. RECORDAL

- 1.1 In this policy, unless the context clearly indicates a contrary intention, the provisions relating to the interpretation of the General Terms and Conditions of Sale shall apply to this policy and the expressions defined in the General Terms and Conditions of Sale shall bear the meanings assigned to them therein.
- 1.2 Please note that the Warranty Policy may change or be updated from time to time in Rectron's sole discretion and it is the responsibility of the Dealer to keep abreast of any changes or updates of whatsoever nature to the Warranty Policy.

2. WARRANTY PROVISIONS APPLICABLE TO DEALERS WHO DO NOT FALL WITHIN THE CPA

- 2.1 No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this Agreement shall be binding on Rectron, the Dealer irrevocably waiving any right (common law or otherwise) it may have to rely thereon, and the goods are purchased on the basis that they are taken voetstoets and with the exclusion of all common law and other remedies including aedilician remedies, whether as to the suitability of the goods sold for any specific purposes or (without limiting the generality of the foregoing) otherwise.
- 2.2 The Dealer acknowledges that the warranty in respect of the goods supplied shall be in accordance with that stipulated in any product documentation and/or user manual.
- 2.3 The Dealer shall within 10 (ten) days after the defect arises, notify Rectron of the alleged defect, provided that Rectron shall have been given a reasonable opportunity of inspecting any alleged defect. Rectron shall notify the Dealer of the decision of Rectron regarding the alleged defect, which decision shall be binding on the Dealer. Rectron's liability shall be limited on return to the purchase price of the goods.
- 2.4 In order to be valid, a claim in terms of the guarantee as set out in clause 2.3 must be in writing, specifying the alleged defect, and supported by the original tax invoice. In addition the Goods must be returned by the Dealer to Rectron at the Dealer's expense, packaged in their original undamaged packaging material.
- 2.5 The Parties agree that Rectron shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use the goods and whether or not occasioned by Rectron's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing

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Rectron does not warrant that the Goods will be fit for the purposes for which they are to be used by the Dealer (notwithstanding that the use to which the Dealer intends to put the Goods is known to Rectron). For the purposes hereof, any reference to Rectron shall include its servants, agents, contractors or any other person

for whose acts or omissions Rectron may be liable in law (the Agreement between Rectron and the Dealer as contemplated in this clause is for the benefit of Rectron's servants, agents or any other persons for whom Rectron is liable in law).

2.6 Rectron shall be relieved of all obligations in terms of this clause 2 if:

- 2.6.1 repairs or modifications have been made by persons other than Rectron, unless such repairs or modifications are made with the prior written consent of Rectron;
- 2.6.2 any goods are operated with any accessory, equipment or part not specifically supplied or approved in writing by Rectron;
- 2.6.3 the goods have not been operated or maintained in accordance with Rectron's instructions, or under normal use, or the Goods have not been properly installed.

2.7 If repairs or replacements are effected by Rectron, only the parts actually worked on and not the complete Goods shall be subject to a new guarantee, if any, hereunder.

2.8 The Dealer who acquires goods for the purpose of on-selling those goods, whether that Dealer is permitted to do so or not (and nothing herein contained shall be deemed to allow the Dealer to on-sell goods acquired from Rectron whilst ownership vests in Rectron) shall not advertise or issue or in any other way have or make any warranties, guarantees or representations as to the goods in any form whatsoever or offer to do so, which could result in liability being imposed upon Rectron.

2.9 The Dealer hereby acknowledges that Rectron shall be under no liability in terms of this Warranty Policy:

- 2.9.1 to the Dealer until the Dealer has paid the full amount due to Rectron in respect of the goods concerned;
- 2.9.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Rectron's instructions (whether oral or in writing), improper use outside Rectron's specifications, damage to Goods caused by improper maintenance, service or repair by untrained personnel or technicians, and unauthorized alterations or modifications of the Goods;
- 2.9.3 Rectron shall be under no liability in respect of parts, materials or equipment which are accepted in the industry to have a limited life expectancy or parts, materials or equipment which need to be replaced at specified and published service intervals ("consumable parts"); or
- 2.9.4 in the event that spare parts and consumable parts other than those recommended for us by Rectron are fitted, attached or used on the goods.

2.10 Notwithstanding anything to the contrary in this Agreement, Rectron shall not be liable to the Dealer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss or profit or otherwise and whether occasioned by the negligence of Rectron or its employees or agents or otherwise) arising out of or in connection with any act or omission of Rectron relating to the supply of the goods, their resale by the Dealer or use by any third party.

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3. WARRANTIES APPLICABLE TO AGREEMENT SUBJECT TO THE CPA

3.1 GENERAL

- 3.1.2 Rectron's Warranty Policy only covers the hardware of the Goods and not the software of the goods, including any operating systems.
- 3.1.3 Rectron shall inform the Dealer of the warranty that can be expected from the Goods that it supplies. The warranties only apply to goods purchased from Rectron. goods purchased from any third party, even if it is the same brand, will not be the responsibility of Rectron and will not be entitled to any support, replacement or credit by Rectron.
- 3.1.4 All PC's are built to order and are based on Dealer requests and specifications. All PC's built to order will only qualify for the individual component warranty. There is no warranty on the entire PC.

3.2 POLICY

- 3.2.1 Within 6 (six) months after delivery of the Goods to the Dealer, the Dealer may return the goods to Rectron (without penalty) if the Goods do not satisfy the requirement and standards contemplated in Section 55 of the CPA in which event Rectron may either:
 - 3.2.1.1 repair or replace the failed, unsafe or defective goods; or
 - 3.2.1.2 refund the Dealer for the price paid by the Dealer for the goods;
- 3.2.2 In the event of Rectron repairing any particular Goods or component such goods and within 3 (three) months of that repair, the failure or defect or unsafe features not being remedied or any further failure, defect or unsafe feature is discovered, Rectron shall:
 - 3.2.2.1 replace the Goods;
 - 3.2.2.2 refund the Dealer the price paid by the Dealer for the goods.
- 3.2.3 The aforesaid warranty exists in addition to an express warranty or condition stipulated by the producer or importer as the case may be.
- 3.2.4 In the event of Rectron providing any new or reconditioned parts installed during any repair or maintenance work and the labour required to install it, such work and parts will be warranted for a period of 3 (three) months after the date of installation or such longer period as Rectron may specify in writing.
- 3.2.5 This warranty is subject to the parts, goods and/or property not being misused or abused and does not apply to any ordinary wear and tear having regard to the circumstances in which it was intended to be ordinarily used.
- 3.2.6 Warranties shall be voided in the following situations:
 - 3.2.6.1 Serial number labels removed/damaged or defaced;
 - 3.2.6.2 Warranty seals broken or tampered with;

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3.2.6.3 Any damage to the item:

- 3.2.6.3.1 Caused by negligence (not following instructions in the user manual);
- 3.2.6.3.2 Broken or dented casings (physical abuse or misuse)
- 3.2.6.3.3 Damage caused by dropping the unit or the unit falling onto hard surfaces;
- 3.2.6.3.4 User induced damage to printed circuit board assembly (tampering);
- 3.2.6.3.5 Burnt items (incorrect environmental conditions);
- 3.2.6.3.6 Acts of God (lightening damage, flood, storms, etc.)
- 3.2.6.3.7 Water damage (liquid spillage);
- 3.2.6.3.8 Insect infestation;
- 3.2.6.3.9 Incorrect usage according to user manual;
- 3.2.6.3.10 Components added or removed from the PCB (modifications or unauthorised repairs);
- 3.2.6.3.11 Any unauthorised modification or repair work.

3.2.7 Should the Dealer require more details, the Dealer is directed to have reference to the product documentation or user manual. All the Dealer's warranty policies will be applied in addition to the aforementioned. Additional details on visual void warranty policy are available on request.

3.3 RECORD KEEPING

Rectron shall keep accurate records as recorded in Section 26 of the CPA, but this information will be limited to transactions between Rectron and the Dealer. The Dealer is wholly responsible to keep accurate records between it and the Customer.

3.4 RETURN OF GOODS

It is the responsibility of the Dealer to have defective goods returned to Rectron's premises to qualify for support.

SIGNED ON THIS THE _____ DAY OF _____ 20_____.

FULL NAME

SIGNATURE