

## **REPAIR AND REPLACEMENT POLICY AND SERVICE PROCEDURE AT RECTRON**

### **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 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 this 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 Repair and Replacement Policy.

### **2. REPAIRS FOR GOODS NOT UNDER WARRANTY**

- 2.1 Rectron will charge Customers for repairs on Goods with expired warranties or goods where the warranty has been voided (refer to the Rectron Warranty Policy).
- 2.2 Rectron will prepare and issue a quotation for the repair of Goods, which quotation will be furnished to the Dealer/Customer and on acceptance of the quotation by the Dealer/Customer, Rectron will undertake the repairs in accordance with the quotation.
- 2.3 The Dealer/Customer is entitled to waive the necessity of a quotation for the repairs alternatively, is able to furnish Rectron with a pre-authorisation for the repairs up to a specific maximum amount.
- 2.4 In the event that a quotation is requested by the Dealer/Customer, the Dealer/Customer agrees to pay a diagnostic fee of R160.00 for preparing the estimate which includes labour in performing any diagnostic work, disassembly or reassembly required to prepare the quotation including any damage or loss of material or parts in the course of preparing the estimate.
- 2.5 Repairs will only commence after the Customer agrees to the cost estimate by accepting the quotation which must be sent back to Rectron, duly signed and endorsed via email / fax for the attention of the person that sent the quotation from Rectron or to the manager/person in charge of the service/repair department at Rectron within 2 (two) working days after transmission of the quotation. Quotations for repair work that is not accepted within 4 (four) days, or where there is no response from the Customer during that time, will result in the automatic rejection of the estimate with the repair not carried out resulting in a new estimate that would need to be prepared should the Customer still require it.
- 2.6 Turnaround time on repairs is estimated to be 4 (four) days after the quotation has been accepted. The estimated turnaround time is susceptible to the availability of the required spare parts.
- 2.7 The supplier shall provide spare parts expected time of arrival to the best of its ability. If there are no spare parts available after 14 (fourteen) days of Rectron receiving the signed and accepted quotation, then the Dealer may request Rectron to extend the waiting period or the Dealer can request Rectron to have the Goods returned back to the Dealer in the condition that it was dispatched to Rectron.
- 2.8 Rectron shall have the right of retention and lawful lien over the Goods submitted for repairs until such time as the Dealer/Customer effects payment for the repairs and/or quotation fee in full.
- 2.9 If Goods are not collected within 90 (ninety) days of the repair being completed, then Rectron may at its sole discretion elect whether to scrap or sell off the goods in order to recover costs incurred for storage and administration. Should the Customer proceed with a claim against Rectron as a result of Rectron scrapping

Initial

or selling the Goods, the Dealer hereby indemnifies Rectron to the fullest extent permitted in law against claims made against Rectron.

- 2.10 Rectron cannot be held responsible for repair delays but will do all repairs following up and will provide repair feedback and status on a regular basis.

### **3. REPAIR OF GOODS UNDER WARRANTY**

- 3.1 Goods will be repaired or replaced free of charge under the following conditions:

- 3.1.1 The Goods are still in the warranty period;
- 3.1.2 The Goods are not physically damaged (refer to the Warranty Policy);
- 3.1.3 The Dealer's test report is confirmed by Rectron's own testing.

### **4. PACKAGING**

- 4.1 In the event of Goods being returned to Rectron:

- 4.1.1 The item must be returned inside an ESD (anti-static) bag, packed in a corrugated box with solid foam (not styrofoam) surrounding all 6 (six) sides.
- 4.1.2 Multiple items must have separators to prevent the items from touching.

- 4.2 Failure to meet these packaging requirements may result with a voided warranty.

- 4.3 It is recommended to pack the items the way you received the Goods from Rectron.

- 4.4 Goods must be returned with complete sets of accessories.

- 4.5 In the event that the dealer returns goods which do not pass Rectron's visual inspection process, the dealer has two options:

- 4.5.1 Scrap at the suppliers cost;
- 4.5.2 Return at the Customers cost.

### **5. SERVICE PROCEDURE**

#### **5.1 REPAIRS AND EXCHANGES**

- 5.1.1 The defective product must fall within the ambit of the warranties/guarantees against manufacturing defects (hereinafter "the warranties") provided by Rectron in respect of the product at the time when the product was purchased from Rectron.

- 5.1.2 Rectron shall not be obliged to repair and/or replace any defective product in the event that:

- 5.1.2.1 the warranty period in respect of any product has expired; and/or

- 5.1.2.2 the defect does not fall within the ambit of the warranties.

- 5.1.3 Rectron will provide Services either by repairing the customer's product or exchanging the defective product as determined by Rectron in its sole and absolute discretion.

- 5.1.4 Rectron shall, in respect of any repair, be entitled to utilise substitute and/or new or reconditioned components or parts in effecting the repair of the product in its sole discretion.

- 5.1.5 Any repair undertaken by Rectron is guaranteed for a period of 3 (three) months. The guarantee shall not apply to any repairs to products damaged as a result of neglect, abuse, disaster, misuse, power surges, computer software viruses or other outside interferences.

- 5.1.6 The abovementioned guarantee shall only apply to products sold as specified on the original customer invoice issued to the customer from Rectron. Should the customer have made any variations, additions made to the original product of whatsoever nature, including the removal of any components from the product, the guarantee shall cease to apply.

Initial

- 5.1.7 Rectron shall not be obliged to repair any defective product where the defect arose directly or indirectly from the use by the customer of any parts or consumables not approved by the original manufacturer of the product.

## 5.2 CHARGES

- 5.2.1 All repairs to products not falling within the ambit of the warranties will be subject to a minimum charge of 320.00 (Three hundred and twenty rand) plus V.A.T, per hour or part thereof, which shall be payable by the customer.
- 5.2.2 Replacement components or parts used by Rectron in effecting any repair will be quoted separately, provided that Rectron shall not be obliged to commence any work until such quote has been accepted by the customer.
- 5.2.3 The customer shall be responsible for any costs in respect of any consumables used by Rectron in the rendering of any Service.
- 5.2.4 The servicing of any products, where no components or replacement parts or consumables are utilized for such service, shall be subject to a minimum charge of R320.00 (Three hundred and twenty rand) plus V.A.T. Replacement components or parts used for affecting any service will be quoted separately, provided that Rectron shall not be obliged to commence any work until such quote has been accepted by the customer.
- 5.2.5 Should the customer request installation of devices or instruments manufactured or supplied by a party other than Rectron, including but not limited to, BIOS upgrades, Device Driver updates and Corrections to Settings, the cost of installing such devices or instruments shall be an amount of R320.00 (Three hundred and twenty rand) plus VAT, per hour or part thereof.

## 5.3 GUARANTEE

- 5.3.1 Rectron does not provide any guarantees in respect of any consumables, including, inter alia, cartridges, ribbons and magnetic media.

## 5.4 METHOD OF PAYMENT

- 5.4.1 Customers who have a credit facility with Rectron shall be obliged to supply an official company order (acceptable to Rectron in respect of any repair required).
- 5.4.2 In the event that the customer does not have a credit facility with Rectron, payment for any Service shall be strictly COD. In this regard only Cash, Bank Guaranteed Cheque, or Master/Visa Credit Card will be accepted by Rectron. The customer shall be required to produce valid identification on payment and Rectron shall not be obliged to release any product until satisfied as to the customer's identity.
- 5.4.3 Notwithstanding anything contained to the contrary herein, Rectron shall be entitled to retain any products, units or components until such time as it has received payment in full and in legal tender acceptable to Rectron in its sole discretion.

## 5.5 DATA LOSS

- 5.5.1 It is the customer's responsibility at all times to ensure that all data files on any product is backed-up before the product is booked in for a repair.
- 5.5.2 The customer accordingly indemnifies Rectron and holds Rectron harmless from any loss, costs, damages or expense, of whatsoever nature, which he/it may suffer in respect of the loss of any data fail pursuant to the rendering by Rectron of the Services.

Initial

5.6 **QUOTES**

- 5.6.1 Rectron undertakes to supply the customer with a quotation for the repair of the product, if requested by the customer.
- 5.6.2 Any quote not accepted by the customer will render the customer liable to pay Rectron a quote rejection fee in the amount of R160.00 (one hundred and sixty rand) plus V.A.T.

5.7 **GENERAL**

- 5.7.1 The customer hereby indemnifies and holds harmless Rectron and all its members, officers, employees and agents against all liabilities (including damages, expenses and legal fees on an attorneys and client scale) actions, proceedings, claims and demands arising from the Services provided by Rectron.
- 5.7.2 Rectron shall use its best endeavours to render any Service timeously, however the customer acknowledges that time shall not be of the essence for the purposes hereof and Rectron does not warrant or guarantee timeous delivery and shall not be liable to the customer for any delays in rendering the services or returning the repaired product.
- 5.7.3 Rectron shall not be liable for any consequential, indirect, special, punitive or incidental loss or damages, whether foreseeable or unforeseeable, arising here from, whether such liability is based on breach of contract, delict or strict liability.

- 5.8 **You will be required to produce the Rectron Receipt when collecting items. No items will be released from the Rectron Service Centre without this Rectron Receipt.**

**SIGNED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.**

\_\_\_\_\_  
**FULL NAME**

\_\_\_\_\_  
**SIGNATURE**