

MUSTEK LTD (1987/070161/07)

LIMITED LIFETIME MANUFACTURING DEFECTS WARRANTY
IN RESPECT OF
BROTHER LASER PRINTERS

- **Scope of Warranty**

- Mustek Limited (hereinafter "Mustek") warrants this Brother Laser Printer ("the Product") to be free from defects in material and workmanship 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 clause 3 below-herein.
- 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.
- 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.
- Mustek's limited warranty covers only those defects 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 product's specifications; or (d) unauthorized modification or misuse.
- Kindly note that should the Product failure or damage be attributable to the use of a non-genuine Brother consumable, Mustek will be entitled to charge its standard time and materials charges to repair any failure of or damage to the Product.
- The aforementioned warranty is valid and shall only apply to Brother Products purchased from Mustek or its authorized resellers.
- Mustek shall not be bound by any other warranties (whether express or implied) not recorded herein.

- **Warranty Period**

- 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 the purchaser and terminating on a date occurring 24 (twenty four) months after Brother International S.A. (Pty) Limited (Registration Number 1970/06803/07) ("Brother") ceases to manufacture the Product (for whatsoever reason).

- **Warranty Process**

- 3.1 The aforementioned warranty is a “*carry-in*” warranty i.e. the purchaser is obliged to deliver the defective product to a Mustek office within the borders of the Republic of South Africa (“the Republic”). The said warranty is furthermore only valid within the Republic.
- 3.2 Warranty claims shall only be processed by Mustek if an invoice including all necessary information, viz. seller details, purchase date, printer model number and serial number is enclosed with the printer. Mustek may demand production of the original invoice. The warranty contained herein is not transferable.

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:
- 4.1.1 replacement of or repairs to covers, paintwork, or the refurbishment of the Product;
 - 4.1.2 the fitting of ribbons, or delivery or replacement of accessories, in particular (but not limited to) cables, dust covers, ribbons, magnetic media and programme tapes, drums, belts and cartridge;
 - 4.1.3 the loading/installation of operating software;
 - 4.1.4 damage/ defects to the Product arising from:
 - 4.1.4.1 accident, fire, lightning, water damage, or natural disasters;
 - 4.1.4.2 abnormal operating conditions (e.g. excessively high or low temperature and humidity, dust or power fluctuations);
 - 4.1.4.4 connections of unauthorized auxiliary products;
 - 4.1.4.5 negligent use, abuse or misuse of Product;
 - 4.1.4.4 the removal of or alteration to the original identification marks on the Product;
 - 4.1.4.5 transportation of the Product by Mustek excluding parts and components dislodged during transportation.
 - 4.1.4.6 unauthorised removal or breaking of any seal contained in the Product;
 - 4.1.4.7 failure due to users not operating the Product in accordance with the instructions for such Product as published by Brother or Mustek from time to time;
 - 4.1.4.8 any alterations to the Product not carried out by personnel authorised by Mustek; and
 - 4.1.4.9 the external cleaning of any cases, covers, keyboards, video screens, or any other part of the Product in a manner not prescribed by Mustek or Brother.
 - 4.1.5 any maintenance services required as a result of normal wear and tear of the Product.

- **Warranty Claims Contact**

All valid warranty claims should be addressed to the Mustek Help Desk on (011) 237-1919 or brothersupport@mustek.co.za

- **Sole Remedy**

Mustek obligations and the purchaser's 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 Brother product.
