



WARRANTIES AND GUARANTEES [FULL LEGAL STATEMENT]

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 the supplier, the customer 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 as is and with the exclusion of all common law and other remedies in law of whatsoever nature, whether as to the suitability of the goods sold for any specific purposes or (without limiting the generality of the foregoing) otherwise.

To the extent that goods supplied by the supplier are in any way defective, the customer shall be entitled, within the period of warranty relating to the specific goods purchased (See Table below), to claim the replacement or repair of the goods to eliminate any defect in workmanship or materials found to be due exclusively to any acts or omissions which in the suppliers sole opinion (which opinion shall be binding on the Customer) is attributable to the Supplier and which defects the supplier shall have been notified in writing by the customer within 10 days after the defect arises (which notice shall specify the alleged defect), provided that the supplier shall have been given a reasonable opportunity of inspecting any alleged defect. The supplier's liability shall be limited to the replacement or repair of the goods as set out above..

In order to be valid, a claim in terms of clause 2 must be in writing, specifying the alleged defect, and supported by the original tax invoice. In addition the customer must return the goods to the supplier at the customer's expense, packaged in their original undamaged packaging material.

The parties agree that the supplier 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 the supplier's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing the supplier does not warrant that the goods will be fit for the purposes for which they are to be used by the customer (notwithstanding that the use to which the customer intends to put the goods is known to the supplier). For the purposes hereof, any reference to the supplier shall include its servants, agents, contractors or any other person for whose acts or omissions the supplier may be liable in law.

The Supplier shall be relieved of all obligations hereof, if –

repairs or modifications have been made by persons other than the supplier or his duly appointed Service Agent, unless such repairs or modifications are made with the prior written consent of the supplier;

any goods are operated with any accessory, equipment or part not specifically supplied or approved in writing by the supplier;

the goods shall not have been operated or maintained in accordance with the supplier's instruction, or under normal use; the goods shall not have been properly installed.

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

Customers who acquire goods for the purpose of on-selling those goods, whether that customer is permitted to do so or not (and nothing herein contained shall be deemed to allow the customer to on-sell goods acquired from the supplier whilst ownership vests in the supplier), shall not advertise or issue or in any other way give 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 the supplier.

The above warranties are subject to the following conditions:

The supplier shall be under no liability to the customer until the customer has paid the full amount due to the supplier in respect of the goods concerned.

The supplier shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the suppliers instructions (whether oral or in writing), improper use outside the suppliers specifications, damage to the goods caused by improper maintenance, service or repair by untrained personnel or technicians, and unauthorized alterations or modifications of the goods; In any event, the supplier shall not be liable for any product damage due to defective electrical connections or irregular electricity supply including, but not limited to, power surges, transients or brownouts.

The supplier 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").

The supplier shall be under no liability in the event that spare parts and consumable parts other than those recommended for use by the supplier are fitted, attached or used on the goods.

Notwithstanding anything to the contrary in this agreement, the supplier shall not be liable to the customer 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 the supplier or its employees or agents or otherwise) arising out of or in connection with any act or omission of the supplier relating to the supply of the goods, their resale by the customer or use by any third party.

Table showing Warranty Period for each class of product:

Product	Parts	Labour
Desktop Computers & Servers	3 Years	1 st Year Only
Notebook Computers *	2 Years (LCD & Batteries 1 yr)	1 Year
CRT Monitors when purchased with Mecer system unit	3 Years	1 Year
CRT Monitors sold separately	1 Year	1Year
All TFT Monitors	1 Year	1 Year
Uninterruptable Power Supplies*	2 Years (Battery 1 Year)	1Year
Options that are sold separately	1 Year	1 Year

* Note: Batteries and LCD monitors only carry a one year parts and labour warranty

To identify an Authorized Mecer Service Provider near you, please visit www.mecerafrica.com or www.mecer.co.za.