

Sollatek Electronics (K) Ltd.

General Warranty Terms & Conditions

Sollatek Electronics (Kenya) Limited ("SEKL" or "Sollatek") warrants that all Sollatek Electronics (K) Ltd. equipment will be free of any defect in materials or workmanship for the period of at least (1) year, unless stated otherwise in product warranties. Warranty begins from the date of shipment from a SEKL facility. The warranty is extended to customers and applies to all SEKL manufactured equipment, purchased, installed, and used for the purpose for which such equipment was originally designed.

The above warranty cover only defects arising under normal use and does not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than SEKL or a SEKL authorized third-party service provider. SEKL reserves the right to substitute functionally equivalent new or serviceable used parts.

WARRANTY CLAIMS AND PROCEDURES

1. During the applicable Standard Equipment Warranty Period outlined above, customer's sole and exclusive remedy for any breach of the Standard Equipment Warranty will be, at SEKL's sole discretion and option, the repair or replacement of the defective product. Components that customer claims to be defective must be available to SEKL for inspection and evaluation. To be entitled to rights under the Standard Equipment Warranty, the customer must notify SEKL in writing within fourteen (14) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Standard Equipment Warranty Period. Contact details for notice are found at the end of this Warranty Document. Notice to a SEKL dealer, systems integrator, non SEKL sales representative or other third party is not notice to SEKL. Following its receipt of customer notice, SEKL will determine whether the reported problem is covered by this Standard Equipment Warranty. If SEKL determines that the problem is covered, SEKL will authorize repair or replacement of the defective product, as deemed appropriate by SEKL at its sole discretion.

2. Before shipping any product to SEKL, the customer must obtain a written return authorization from SEKL, and provide proof of warranty eligibility requested by SEKL. Any product received by SEKL without a return authorization may, at SEKL's option, be returned to the customer collect. Once a return authorization is obtained, the customer is responsible for packing and shipping the product/component to which its warranty claim relates to a service facility designated by SEKL, within fourteen (14) days after receipt of the return authorization. Upon receipt of replacement equipment (or part thereof), customer has fourteen (14) days to confirm functionality of the replacement part sent by SEKL. If the faulty returned part is found to have been misused/abused nullifying the warranty, SEKL shall invoice customer for the list price of such equipment (or part thereof), plus applicable shipping, should the customer still need the replacement part.

3. SEKL will provide customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by SEKL in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment (or parts thereof) replaced by SEKL become the property of SEKL.

SEKL has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by SEKL or has been used with non-SEKL supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment (or part thereof) with cosmetic blemishes; (iii) service, exchange or otherwise replace any equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment (or part thereof); (iv) service, exchange or otherwise replace any equipment (or part thereof) that is within sixty (60) days of the end of its useful life; or (v) provide any 3rd party application software support or service involving application hardware or replace any accessories. If SEKL elects to perform any such services at customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at SEKL's then-prevailing rates.

EQUIPMENT WARRANTY EXCLUSIONS

SEKL does not warrant or guarantee, and is not responsible for:

1. Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of SEKLs' control, or (B) customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way.
2. Alterations and/or Modifications to any part of SEKL's product, without SEKL's written authorization unconditionally VOIDS the SEKL Standard Warranty. This includes equipment built to customer's specifications that are later found not to meet customer's needs or expectations.
3. The device that has been tampered with by the Warranty beneficiary or any other non-Sollatek personnel in any way, including reconfiguration, repair, willful constructional variations, calibration, modifications and adjustments;
4. The performance of the equipment when used in combination with equipment not purchased, specified, or approved by SEKL.
5. All consumables or parts of limited regular functionality due to their natural wear and tear.
6. Wearable items, such as tooling, cables, part harnesses, contacts etc.
7. The device with serial numbers and/or the Guarantor seals damaged or illegible;
8. Damages due to the user's fault or lack of knowledge;

ADDITIONAL WARRANTY NOTES

1. OEM or third-party equipment that is incorporated into SEKL equipment is covered under the applicable SEKL Standard Equipment Warranty unless the OEM or Third-Party equipment carries its own limited warranty, in which event the OEM or third-party warranty will apply to such equipment incorporated into SEKL equipment. For example and not limitation, LCDs, motors and drives are OEM products that have a limited 1 year manufacturer's warranty.
2. Items Sold As Resale. Items sold as resale are such items that are not manufactured by SEKL but may be utilized in conjunction with or independently of SEKL manufactured equipment (such as RMS's and network adapters) and shall be covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items.
3. The SEKL Warranty applies to the original purchaser, and is not transferrable.
4. Used Equipment: If the equipment specified in an order is described as used, unless otherwise agreed in writing by the parties, it is sold "as is" and with no warranty.
5. The defects and damages revealed during the Warranty period shall be removed free of charge exclusively at the Sollatek Service Center.
6. Replacement or repair time could be extended in case a replacement parts needs to be imported from outside the Republic of Kenya or the defected or damage device needs to be shipped to manufacturer's service center outside Kenya.
7. Warranty services will be provided under the following conditions:
 - a. Immediately and effectively notify Sollatek about determined device's defects and cease any using of it.
 - b. The faulty device along with copy of commercial invoice should be delivered to the Sollatek Service Center.
 - c. The serial number of the delivered defective device must match the serial number sold to Customer.
 - d. The Sollatek Service Center should be notified in writing of any additional accessories installed in the device.
 - e. The device should be delivered together with a detailed and readable description of the technical problem.
 - f. The delivered device should have intact seals with production date or serial numbers of Sollatek or the Manufacturer and should be appropriately packaged during its loading, transportation and unloading.
 - g. The shipment to the Sollatek Service Center must be arranged and paid by the Customer.
8. Sollatek reserves the right to charge the Warranty beneficiary with the costs of service, transportation, insurance and customs clearance if the defect does not fall within the scope of this Warranty or the device has not been proven defective.

9. This warranty applies solely to equipment supplied or work carried out by the Company and no claim for consequential damages, however arising, will be entertained.

WORKMANSHIP WARRANTY

Sollatek offers a limited installation services warranty for any defects in the work carried out by its qualified installers when installing a system at a site ("**workmanship warranty**").

This workmanship warranty is valid for 6 months from date of system commissioning.

Scope of this Workmanship Warranty

The workmanship warranty covers any defects that arise from the workmanship in installing your selected system at the premises specified in the system installation Agreement.

It does not cover the system or any of its components, including the performance of the components (which may be covered by separate manufacturer warranties).

Where the workmanship warranty applies, Sollatek will either (at its discretion and cost):

- Re-do or repair the installation; or
- Replace any faulty part with a comparable new or refurbished part so that the installation is no longer defective.

Limitations and Exclusions of the workmanship warranty:

To the extent permitted by law, claims are excluded from the workmanship warranty where the defect or loss is or has been caused or contributed by:

- Improper use of the system;
- Failure to comply with manufacturer instructions;
- Work on the system (including modifying, moving or relocating any part of the system, even if temporary) performed by someone other than us or our installer;
- Customer has not adhered to maintenance requirements set out in the manual and guidelines provided to the customer by our installer on the day of installation;
- Any act, omission, misuse, abuse, or damage (whether willful, accidental or negligent) caused by the customer or a third party;
- Any extreme weather conditions (e.g. lightning, floods, power surges, pest damage, corrosion, land or building movement);
- Interference from other devices;
- General wear and tear;
- Events outside of design range caused by user or local utility supplier;
- A failure to promptly notify Sollatek of any defects. You need to regularly check your system is working properly; or
- Any works or parts which were not part of the installation Agreement.

Customer must provide all reasonable assistance to Sollatek to help us diagnose and remedy any defects over the phone. If customer does not do so, costs to attend to customer's premise may not be covered by this workmanship warranty.

How to claim under this warranty

To claim under this warranty, please contact Sollatek by one of the following means:

- Address: P.O. Box 34236-80118, Mombasa, Kenya
- Email: sales@sollatek.co.ke
- Phone: +254-722-764643 / +254-733-615727

Customer will need to provide:

- Customer name, address and contact telephone number
- Outline of the nature of the defect
- Evidence of the defect.