

Warranty and Service After Sale

Product sold by Emtel (as described in Sales VAT Invoice are classified into two warranty categories:

1. **MANUFACTURER-WARRANTY PERIOD:** 12-24 months of Manufacturer Warranty (depending on the Manufacturer) as specified in the Sales VAT Invoice (hereinafter referred as “Manufacturer Warranty”).

1.1 The Purchaser expressly acknowledges and agrees that Emtel’s provision of warranty and Service after sale is subject to the Manufacturer’s warranty terms and conditions.

1.2 Subject to the provision of the original invoice, the Purchaser is entitled to the Manufacturer Warranty where the Product will be serviced in an authorized service center of the Manufacturer. Subject to the warranty terms, the Product is sent directly to the authorized service center where the Purchaser may incur a diagnosis fee of not more than Rs. 1000 of the Product.

1.3 The authorized service center shall make a report in respect of the condition of the Product and make available the options to restore the Product in good working condition to the Purchaser. The authorised service center shall act upon the instructions of the Purchaser following the options made available.

1.4 If an authorized service center refuses to accept a Product, the product will be sent back to the Purchaser at his/her own expense.

Each manufacturer has its own terms and conditions for warranty which can be accessed:

- **Apple**

<https://www.apple.com/legal/warranty/products/ios-warranty-row-english.html>

- **Huawei**

<https://consumer.huawei.com/mu/support/warranty-policy/>

- **Nokia**

www.nokia.com

- **Samsung:**

<https://www.samsung.com/levant/support/warranty/>

2. **EMTEL WARRANTY**

2.1 Emtel provides warranty on its Products subject to the provisions of the Manufacturer Warranty.

3. **SCOPE OF THE WARRANTY**

3.1 The Warranty covers:

3.1.1 defects resulting from defective parts, materials or manufacturing, if such defects are revealed during the Manufacturer Warranty Period effective from the date of purchase;

3.2.1 The Product is considered defective if it fails to perform the functions as indicated in the operation manuals, technical specifications or any other similar documents supplied with the equipment, and the failure is due to internal device characteristics.

- 4 **WARRANTY excludes (in both cases of MANUFACTURER WARRANTY and EMTEL WARRANTY):**

4.1 Accessories (batteries, headphones, charger, cables, CDs, memory cards etc.) including consumables or parts of limited regular functionality due to their natural wear and tear;

- 4.2 Damages and other consequences that can happen if the product is used inadequately and inappropriately. Purchaser is advised to take their time and read carefully the instructions for proper use of all products;
- 4.3 If Product is stored in breach of Manufacturer's instructions;
- 4.4 Damages and other consequences that may come as a result of repairs or any other involvements from an unauthorized service center;
- 4.5 Damages caused by acts of God, floods, fires, lighting or other natural disasters, wars, unexpected events, inappropriate voltage, defective supply materials or other external factors;
- 4.6 Damages of waterproof devices caused by submergence in salt or chlorinated water;
- 4.7 Damages caused by using the product in unsuitable conditions;
- 4.8 Damages caused by water;
- 4.9 Damages resulting from tempering with by the Purchaser or any other person in any way, including reconfiguration, repair, willful constructional variations, modifications and adjustments;
- 4.10 The Product with serial numbers and/or the Guarantor seals damaged or illegible. Defects resulting from the usage of improper or non-genuine supply materials;
- 4.11 Defective functioning of the device caused by a conflict or incompatibility between software applications installed on the damaged device or on the equipment, which the device permanently cooperates with in accordance with the intended purpose of the device.
- 4.12 Any software by third party manufacturers or vendors that is installed on the Product under repair and delivered along with the Product for repair.

5 TERMS AND CONDITIONS OF WARRANTY:

- 5.1 Subject to the Scope of the Warranty, the defects and damages revealed during the Warranty period shall be removed free of charge;
- 5.2 In the case of the warranty is declined by the Manufacturer or Authorised Service Centre, Emtel reserves the right to charge the Purchaser with the costs of service, transportation, insurance and customs clearance if the defect does not fall within the scope of this Warranty or the Product has not been proven defective;
- 5.3 Subject to the Scope of the Warranty, Emtel reserves the right to replace the defective Product or its component with a free-of-defects equivalent thereof, provided that such equivalent ensures efficiency and functionality equal to or higher than the original Product or component;
- 5.4 Should the Manufacturer Warranty not cover repair service, Emtel may in its sole discretion propose an alternate repairs service for which costs of repairs will be borne by the Purchaser;
- 5.5 Warranty services will be provided under the following conditions:
- 5.5.1 Immediately and effectively notify EMTEL about the Product's defects and cease any using of it.
- 5.5.2 The marked Product along with a copy of commercial invoice should be delivered to Emtel.
- 5.5.3 The Purchaser shall provide his/her contact address, telephone number and e-mail address. Emtel assumes no responsibility for any inaccuracies provided by the Purchaser and is not responsible for the impossibility of delivery the product to the Purchaser in case of providing false or inaccurate address.
- 5.5.4 If the Product is intended to contain passwords, the Purchaser is obliged to notify the appropriate passwords in reclamation, or remove them before the delivery of the product
- 5.5.5 Emtel is not responsible for damage to data and programs in the Product in case of reclamation. In this context, the Purchaser is advised to make a backup copy of all data and programs of the product sent for reclamation.

6 LIMITATION OF LIABILITY

6.1 Except where prohibited by law, in no event will Emtel be liable to the Purchaser for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Emtel has been advised of the possibility of such damages. Emtel is NOT liable in the case of the manufacturer or Authorised Service Centre refuse to accept the warranty from any of the reasons stated above. If, notwithstanding the other provisions of these Terms and Conditions and any other statutory obligations, Emtel is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the product, Emtel's liability shall in no event exceed 5 % of the total sum of the product for each month of non-use of the product.

7 INDEMNITY

7.1 The Purchaser agrees to indemnify and hold Emtel, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Emtel by any third party due to or arising out of or in connection with your use of the products purchased from Emtel.

8 AMENDMENT OF THE TERMS AND CONDITIONS

8.1 Emtel reserves the right, in its sole discretion, to amend, including without limitation, by the addition of new terms & conditions, at any time and from time to time and/or terminate these Terms & Conditions in its entirety and/or cease to provide any warranty at any time, with no liability or recourse to you.

8.2 Any such amendments shall come into effect immediately and automatically. It is your responsibility and you undertake to read these Terms & Conditions each time for any such amendments.

8.3 Emtel will notify you of amendments to these Terms & Conditions as and when they arise, by publishing a notice of such amendments on the website.

8.4 GOVERNING LAW

8.5 This Agreement shall be construed and governed in accordance with the laws of the Republic of Mauritius and the Parties agree to submit to the exclusive jurisdiction of the courts of Mauritius.