

PRODUCT WARRANTY

MUSTEK LIMITED (1987/070161/07) ("MUSTEK") PRODUCT WARRANTY IN RESPECT OF BROTHER INTERNATIONAL LIMITED ("BROTHER") INKJET & LASER PRINTERS AND/OR SCANNERS AND/OR MULTIUNCTION CENTRES (COLLECTIVELY "THE PRODUCTS") SOLD AND DISTRIBUTED BY MUSTEK LIMITED AFTER 1 SEPTEMBER 2025

1. SCOPE OF WARRANTY

- 1.1 Mustek Limited (hereinafter "Mustek") warrants the Product to be free from defects in material and workmanship (manufacturing defects) 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 clauses 1.4, 1.5, 1.6, 1.8 and clause 4 below-herein.
- 1.2 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.
- 1.3 Mustek does not warrant that the operation of any Product will be uninterrupted or error free or that same will occur with a certain printing speed/rate.
- 1.4 Mustek's limited warranty covers only those defects contemplated in paragraph 1.1 above, 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 consumables not provided or supported by Mustek; (c) operation outside the manufacturer's Product's specifications; or (d) unauthorized modification or misuse of the Product; or (e) heat or water (f) lightening; or (g) power surges; or (h) defects attributable to incorrect installation of the Product and/or (i) insect infestation .
- 1.5 The aforementioned warranty is valid and shall only apply to Products purchased from Mustek as evidenced by an original invoice from Mustek.
- 1.6 **Warranties may not cover damage or malfunctions arising from the usage of non-original Brother parts or consumables to the extent that such non-original Brother parts or consumables are the cause of or contributed to the damage to or malfunction of the Product (as the case may be) or such damage or malfunction was caused by (or was contributed to) by the use of refilled Brother consumables.**

- 1.7 Mustek shall not be bound by any other warranties (whether express or implied) not recorded herein. This limited warranty replaces and supersedes any other warranty against manufacturing defects given by Mustek in respect of any Product.
- 1.8 Kindly note that the above warranty shall not apply in respect of:
- 1.8.1 consumables used with the Products, including but not limited to, inks, toners, drums, fusers, laser unit, pick-up rollers, paper feeding kits, external covers, batteries, separation pads, belts and all other consumables used with the Products of whatsoever nature; and
 - 1.8.2 glass, paintwork, trays and covers and/or any alteration or refurbishment of the Product;
 - 1.8.3 software provided or external software used on the Product, nor does the warranty include the setup or trouble shooting of associated software provided or non-Brother software used on the Product; and
 - 1.8.4 any Product situated outside the borders of the Republic of South Africa.
- 1.9 Kindly note that should any on-site warranty claim be rejected by Mustek (for whatsoever reason), you shall be liable for a call-out fee at Mustek's prevailing call out rate from time to time, as quoted by Mustek's Service Department.

2. WARRANTY PERIOD AND OPTION TO EXTEND

- 2.1 For the purposes of this warranty agreement, the term "*warranty period*" shall mean:
- 2.1.1 the period commencing from the date of purchase of the Product by you and terminating on a date occurring 36 (Thirty Six) consecutive months thereafter ("the initial warranty period"), (whereafter the warranty shall lapse and no longer be of any force or effect), and
 - 2.1.2 to the extent applicable, such period by which has been extended by the exercise of the option recorded in paragraph 2.2 below.

2.2 WARRANTY EXTENSION OPTION:

Should you wish to extend the warranty period for an additional period of 24 (twenty four months) commencing from the date of expiry of the initial warranty period ("the warranty extension period"), you may, **within 30 (thirty) days** from the date of initial purchase of the relevant Product ("the extension exercise period") notify us of your

intention to purchase the extended warranty by:

1. notifying us thereof by email at : **brotherwarrantyupgrade@mustek.co.za**; and
2. attaching a copy of your Product's invoice and image of your Product's serial number to such email; and
3. making payment of the prescribed fee (which fee shall be the prevailing price for such warranty extension as quoted by Mustek from time to time).

Kindly note, that Should you follow the steps in 1-3 above, an appointed Mustek business partner will contact you via email in order to quote you the cost for purchasing the Warranty Extension and provide you with a tax invoice for payment.

NB : Kindly note, for the sake of clarity, that:

- a) **the warranty extension relates only to the extension of the warranty period and the remaining terms and conditions of this warranty agreement shall remain unchanged during the warranty extension period; and**
- b) **the Warranty Extension Option may only be extended once and no further option is granted by Mustek to extend the warranty beyond the warranty extension period.**

3. WARRANTY PROCESS (CARRY-IN OR ON-SITE)

- 3.1 Should your Product be sold with a "*carry-in*" warranty i.e. you are obliged to deliver the defective Product to Mustek's offices in your region within the borders of the Republic of South Africa ("the Republic"). The said warranty is furthermore only valid within the Republic.
- 3.2 Should your Product be sold with an "*on-site*" warranty (as reflected in your invoice from Mustek or its approved reseller), Mustek or its agents shall attend at your premises (only if situated within the borders of the Republic of South Africa) to endeavor to remedy the defect or should same not be possible, collect the defective Product and return same after the repair has been attended to by Mustek's technical department.
- 3.3 Warranty claims shall only be processed by Mustek if an invoice (Issued by Mustek or a Mustek approved reseller), including all necessary information on purchase date, seller and Product serial number is enclosed with the Product. Mustek may demand production of the original invoice (Issued by Mustek or a Mustek approved reseller).

3.4 Kindly note that:

3.4.1 repairs will only be attended on Monday – Friday from 8h00 am to 17h00, excluding public holidays in the republic of South Africa; and

3.4.2 the warranty contained herein is not transferable.

4. **ADDITIONAL WARRANTY EXCLUSIONS**

4.1 Kindly note, without derogating (detracting) from the provisions of paragraphs 1.4 and 1.8 above, that the warranty in paragraph 1 above shall not apply in respect of the following (as determined by Mustek in its sole discretion):

4.1.1 damage/ defects to the Product arising from:

- 4.1.1.1 accident, water damage and/or natural disasters, (including but not limited to lightning, flood, earthquake and fire);
- 4.1.1.2 abnormal operating conditions (e.g. excessively high or low temperature and humidity, or dust or power fluctuations);
- 4.1.1.3 connections of unauthorized or non-approved auxiliary product/s to the Product or by use with any other device/product;
- 4.1.1.4 negligent use, abuse or misuse of Product;
- 4.1.1.5 occurring during or attributable to transportation of the Product;
- 4.1.1.6 any unauthorised tampering with, removal of or breaking of any manufacturer's seal on the Products (as the case may be);
- 4.1.1.7 failure due to users not operating the Product in accordance with the operating instructions for such Product as published by Mustek or the original Product manufacturer from time to time in whatsoever form (e.g. User Manual, Handbook or Notice) and any addendum thereto or any instructions published on the website : "*support.brother.com*";
- 4.1.1.8 any alterations or modifications to the Product not carried out by personnel authorised by Mustek; and
- 4.1.1.9 the external cleaning of any cases, covers, screens, or any

other part of the Product in a manner not prescribed
by Mustek or the original manufacturer of the Product;

4.1.1.10 liquid or chemicals coming in contact with the Product;

4.1.1.11 any failure by you to properly maintain the Product;

4.1.1.12 foreign matter coming into contact with the Product such as
liquid, moisture, insects or dirt; and/or 4.1.1.13 installation

and set-up of the Products.

4.1.3 any maintenance or support services required as a result of normal use (wear
and tear) of the Product.

5. **The warranty granted herein shall immediately be void should the serial number on
the Product be altered, removed, defaced or be illegible.**

6. **WARRANTY CLAIMS CONTACT : All valid warranty claims should be addressed to
the Mustek Help Desk on: Tel : 0860002929 or Email : helpdesk@mustek.co.za**

7. **SOLE REMEDY**

Mustek obligations and your 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 Product.