

WARRANTY TERMS & CONDITIONS, SERVICE POLICY & PROCEDURES FOR RG310 RUGGED DEVICE

The warranty applies from the date of purchase by the first customer. Instacom offers a 12 (twelve) month warranty on handsets, 6 (six) month warranty on batteries and accessories, an implied warranty on the quality of the product, provided that the product has not been altered or used contrary to the instructions. If any other warranty applies it will be clearly stated on the marketing material.

The RG310 has an IP68 rating, the unit is water resistant up to 2 meters for 30 min, only if all seals are properly sealed.

General Terms & Conditions

1. The warranty is only valid upon presentation of the proof of purchase consisting of original invoice or sales slip indicating the date of purchase, dealer's name, model and serial no. of the product. INSTACOM reserves the right to decline the warranty if this information was removed or changed after the original purchase of the product from the distributor /dealer.
2. INSTACOM's obligations are limited to the repair of the defect or replacement of the defective part. Replacement of the product is solely at the discretion of INSTACOM. Instacom shall repair the product if faulty within warranty period. Replacement of the product will only be obligatory when it is an "Out-of-box" failure or defect. When a product that is supplied to a customer is found to be defective within the warranty period, the customer is to return the product to the distributor who in turn must return it to INSTACOM. After assessing the defective product, a decision will be made regarding the repair of the product.
3. Warranty repairs must be carried out by an INSTACOM Authorized Service Centre. Warranty cover will become void when a repair was attempted by any unauthorized service center.
4. Repair or replacement under the terms of this warranty does not provide right to extension or renewal of the warranty period. Repair or direct replacement of the product under the terms and conditions of this warranty may be fulfilled with equivalent service exchange units in the event where the same unit is no longer available due to any reason.

www.instacom.co.za

t: +27 (0) 87 260-2030 e: info@instacom.co.za

Head Office: 14 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion, 0157

Eastern Cape: 68 Pickering Street, Newton Park, Port Elizabeth, 6045

Western Cape: Terrace Suites, Cascades Terrace, Waterfront Road, Tyger Waterfront, 7536

KwaZulu-Natal: 111 Bernadotte Street, Amanzimtoti, 4126

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5. The warranty is not applicable to cases other than defects in material, design and workmanship.

6. The warranty does not cover the following:
 - 6.1 Periodic checks, maintenance, repair and replacement of parts due to normal wear and tear, corrosion, spillage of any material on the product.
 - 6.2 Abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with INSTACOM's instructions on usage and maintenance. Defects resulting from usage of the product in conjunction with accessories that are not approved by INSTACOM for use with product.
 - 6.3 Failure of the product arising from incorrect use not consistent with the instructions and technical or safety standards prescribed in the product user manual.
 - 6.4 Accidents, Acts of God, lightning, water, fire, deliberate force/violence of any kind, improper ventilation, voltage fluctuations or any cause beyond the control of INSTACOM.
 - 6.5 Unauthorized modifications carried out to the product in order to comply with local or international technical standards in countries for which this INSTACOM product was not originally designed.
 - 6.6 Damage of the battery caused by overcharging or failure to use in accordance with the specific instructions outlined in the product user manual. The serial no. on the product has been altered, deleted, removed or made illegible.
 - 6.7 The batteries are charged by chargers other than those approved by INSTACOM. Generic Batteries/Accessories – The use of generic batteries, chargers and accessories will render the warranty on any product void.
 - 6.8 Any of the seals on the battery enclosure or cells are broken or show evidence of tampering.

7. This warranty does not affect the consumer's statutory rights or the consumer's rights against the distributor. Neither Instacom, nor the manufacturer will accept liability for any claims, loss or

damages arising from the misuse or abuse of the product. The product must be used to the extent permissible by law and INSTACOM shall not be liable for any consequential damages whatsoever.

8. This warranty is not transferable. This warranty will be valid only to the original purchaser.
9. Repair timeline for warranty repair or when approved quotation is paid:

9.1 Level 1 to 2 repairs: 2 – 3 working days

- Level 1 - Software, tamper seal, accessories
- Level 2 - LCD, Speakers, Receivers, Alerts

9.2 Level 2.5 repairs: 4 – 7 working days

- Level 2.5 - Soldering

Please note that the above mentioned time frame do not include freight times

DISCLAIMER:

INSTACOM shall not be liable for the loss of any saved/stored data in products that are either repaired or replaced.

1. Instacom shall provide a quotation for all 'out of warranty' repairs or repairs not covered by the warranty. Upon receipt of a quote from any of the internal repair centers, Instacom shall only provide 7 (seven) working days in which a customer need to respond to the quote. Failing which, the quote will be deemed "declined".
2. Where the product is repairable under warranty, Instacom shall facilitate such a repair at no charge, save for any administration/ travelling costs. Where product were repaired, Instacom offers a 3 (three) month warranty on the repairs.
3. Any repairs not collected within 90 days from date of notification may be charged holding fees without prior notice.
4. Please note that the responsibility for data content lies with the customer, be it business or personal content. Every effort will be made to guard against loss of data, however given the complicated nature of technical repair Instacom cannot guarantee that data can be saved or recovered. Data stored on customer device may be backed up, in accordance with the permission issued by the customer. However given the nature of repair and uncertainty

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regarding software corruption/failure Instacom cannot guarantee against possible loss of data.

5. Should any clause or portion of any clause of this warranty be deemed unenforceable, unlawful, void, or in contravention of any legislation (including the consumer protection act) such clauses or portion shall be severable and the remaining portions shall remain in full force and effect. Any latitude, relaxation, indulgence or extension of time which may be allowed in terms of this Warranty by Instacom in respect to any matter or thing, shall not under any circumstances be deemed as a waiver of Instacom's rights under any circumstances. Instacom remains entitled to require strict and punctual compliance with each and every provision or term herein.
6. The above policies are for warranty service and the customer will be responsible for any costs associated with non-warranty conditions. INSTACOM reserves the right to make final decisions regarding problem determination and the appropriate service option. Exchange units assume the remaining warranty of the original product.
7. INSTACOM reserves the right to change warranty conditions without prior notice.

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