

EXTENDED WARRANTY



TERMS AND CONDITIONS

DIRECT

The **KDS DIRECT EXTENDED WARRANTY** extends the original manufacturer's 12 month carry-in warranty for an additional 24 month on-site warranty period if selected and purchased by the purchaser.

The extended warranty purchase is indicated on the invoice and is activated on payment of the invoice.

The extended warranty commences on the expiry date of the original manufacturer's warranty and covers repairs of any defective component part of the product, subject to the terms and conditions contained in the original manufacturer's warranty and the terms and conditions contained herein.

THE EXTENDED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Extended Warranty may only be purchased at the time of purchasing or renting the equipment.
2. The Extended Warranty does not cover wear and tear, defects or damage resulting from accident, misuse, abuse, neglect, unusual physical damage, liquid damage, cosmetic damage, or unauthorized modification of the product or parts that have been misused, altered, neglected, handled carelessly, or used for purposes other than those for which they were manufactured. This warranty also does not cover loss, damages resulting from accident, acts of nature (lightning) or power surges.
3. The Extended Warranty does not cover any loss or damages (including loss of use, loss of profit, or incidental expenses) caused by the failure of the product, loss of use of the product or the repair, faulty repair or replacement of the product, even if such loss or damages are attributable to or caused by the fault or negligence of KDS Direct (Pty) Ltd or its affiliates or any of their employees, agents, service providers, suppliers or subcontractors.
4. If KDS Direct (Pty) Ltd determines that any product or any repair or replacement completed is not covered by the Extended Warranty, KDS Direct (Pty) Ltd may offer to make the repair or replacement provided that purchaser shall be responsible for all costs incurred including without limitation, the cost of all parts, shipping and labour charges for the repair or return or replacement of the product. KDS Direct (Pty) Ltd will provide the purchaser with a written estimate of all such costs before making such repair or replacement.
5. KDS Direct (Pty) Ltd.'s liability under this Extended Warranty is limited to the greater of the cost of the necessary repairs or the replacement cost of the product. **THIS IS THE SOLE REMEDY FOR ANY ERRORS, OMISSIONS, FAILURE OR NEGLIGENCE OF KDS DIRECT (PTY) LTD OR ITS AFFILIATES OR ANY OF THEIR AGENTS OR SERVICE PROVIDERS'**

PERFORMANCE. UNDER NO CIRCUMSTANCES WILL KDS DIRECT (PTY) LTD OR ITS AFFILIATES OR ANY OF THEIR EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, DIRECTORS, OFFICERS, OR SHAREHOLDERS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (EVEN IF ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE EXTENDED WARRANTY OR ANY ACTION TAKEN OR FAILED TO BE TAKEN IN CONNECTION WITH THE EXTENDED WARRANTY OR UNDER ANY PROVISION OF THE EXTENDED WARRANTY.

6. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, OR AS REQUIRED UNDER ANY APPLICABLE CONSUMER PROTECTION ACT, KDS DIRECT (PTY) LTD HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EXTENDED WARRANTY AND THE SERVICES TO BE PROVIDED PURSUANT TO THE EXTENDED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
7. The Extended Warranty applies only to the original purchaser of the product.
8. If no claims are made under the Extended Warranty during the warranty period, the purchase price paid for the Extended Warranty is not refundable.
9. Except as modified herein, the terms and conditions contained in the original manufacturer's warranty will also apply to the Extended Warranty.

10. CLAIM PROCEDURE

To obtain service under this Extended Warranty, purchaser must KDS Direct (Pty) Ltd. Proof of purchase is required to verify the Extended Warranty coverage and eligibility before any service can be offered.

GENERAL

1. The customer shall notify KDS Direct in writing within ten days of any change of his or her address.
2. The extended warranty contract ceases to exist if the equipment is replaced or a credit is given to the customer.
3. Any monies paid for the extended warranty contract are forfeited and not refundable..
4. The extended warranty shall in no way effect the terms and conditions of the sale agreement in terms of which the customer bought the product.

5. The extended warranty shall be governed by the laws of South Africa and in the case of dispute arising in terms of the extended warranty; the parties hereby consent to the jurisdiction of the Magistrate's Court in terms of Act 32 of 1944 as amended, to hear the dispute notwithstanding the fact that any amount may exceed the jurisdiction.
6. The extended warranty is limited to the terms and conditions herein contained.
7. No agreement, varying, adding to, amended, deleting, or cancelling this warranty shall be effective unless reduced to writing and signed by or on behalf of the parties hereto.
8. KDS Direct (Pty) Ltd shall be entitled to assign its right and obligation in terms of this agreement to a third party without the consent of the consumer.
9. The extended warranty and the machine that the extended warranty covers will be displayed on the KDS Direct Invoice.
10. By purchasing a KDS Direct extended warranty the customer acknowledges that they have read and accepted the terms and conditions associated with the extended warranty.