



## Blackberry Accessories

### Warranty terms:

Accessories provider warrants that the Goods at the agreed time of Delivery and for a period of 12 months unless otherwise notified in writing, thereafter ("the warranty period"). Accessories provider shall perform its obligations in adherence to the highest International Industry standards. All goods shall be free from defects (except minor defects) in material or workmanship. Accessories provider is not liable for any loss, damage or defects caused by faulty or improper installation unless carried out by Kaptec or Kaptec's agent.

Neither Party shall be held liable under the above warranty (or any other warranty, condition or guarantee) in respect of the following:

Any defect in the Goods due to overvoltage or in any other way to the electrical current supplied to the Goods;

Any defect arising from fair wear and tear, willful damage, negligence, incorrect installation, failure to follow given instructions (whether oral or in writing), misuse, alteration or repair of the Goods without approval; and

In the event of loss or damage occurring to Goods during transit where the Goods are transported by Accessory provider or its carrier, PTML must give written notice to Kaptec within seven (07) working days of the date of Delivery. There shall be no deemed acceptance, PTML shall make written acceptance to all non defected goods delivered.

Any claim by PTML which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification must be notified in writing to Accessory Provider during the warranty period within a reasonable time after discovery of the defect or failure. If PTML does not notify Kaptec accordingly, the Buyer shall not be entitled to reject the Goods and Accessory provider shall have no liability for such defect or failure.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Kaptec in accordance with these Conditions, Kaptec shall repair or replace the Goods (or the part in question) free of charge but Kaptec shall have no further liability to the Buyer.

Each party shall indemnify the other from any direct loss, damage, cost; expense suffered or incurred arising out of, resulting from or relating to any act/omission directly attributable to it

If any delay or failure by Accessory provider in performing its obligations is due to any cause beyond Accessory provider's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Kaptec's reasonable control: Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, terrorism, insurrection, civil disturbance or requisition; acts, restrictions, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Kaptec or a third party; difficulties in obtaining raw materials, labor, fuel, parts of machinery; power failure or breakdown in machinery.)

In addition to the above warranty Kaptec offers a 14 day money back guarantee on the following terms: The Buyer must within 14 days of receipt of Goods contact Kaptec and obtain a Returns Authorisation Number (RAN) and return the Goods to Kaptec identifying the Goods with the Returns Authorisation Number (RAN). The Goods must not have been damaged in any way whilst in the Buyers care, custody or control and they must be returned in their original undamaged packaging. Kaptec shall be entitled to subtract from any refund costs associated with preparing the Goods to the Buyers specification, for example packaging.