

DSDevices[®] 3-Year Extended Warranty

Terms and Conditions – Business Customers

These Terms and Conditions set out the terms and scope of the **DSDevices[®] 3-Year Extended Warranty** (“Extended Warranty”).

The Extended Warranty is offered exclusively to **business customers**, including companies, organisations, resellers, distributors, systems integrators and other customers purchasing products for business or professional purposes. It is not intended for consumers.

The Extended Warranty is available for eligible DSDevices products purchased and deployed worldwide, subject to these Terms and Conditions.

1. Warranty Provider

The Extended Warranty is provided by **EV4 Limited, trading as DSDevices** (“EV4”, “DSDevices”, “we”, “us” or “our”).

EV4 Limited is incorporated in England and Wales under company number **07986640**, with its registered office at:

KAD House
Portsmouth Road
Esher
Surrey
KT10 9AD
United Kingdom

2. Eligibility

2.1 The Extended Warranty is available for eligible DSDevices products purchased directly from EV4 Limited / DSDevices or through an authorised DSDevices reseller or distributor.

2.2 To make a claim, we may require reasonable evidence of eligibility, including:

- proof of purchase;
- product serial number; and
- confirmation or proof of purchase of the Extended Warranty.

2.3 The Extended Warranty is linked to the serial number of the relevant product.

3. Purchase of the Extended Warranty

3.1 Purchase of the Extended Warranty is optional.

3.2 The Extended Warranty must be purchased either:

- at the same time as the eligible DSDevices product; or
- **within 30 days of the product's original purchase date.**

3.3 After this 30-day period, the product will no longer be eligible for the Extended Warranty unless otherwise agreed by EV4 Limited in writing.

3.4 Purchasing the Extended Warranty after the original product purchase does not restart or extend the commencement date of the Warranty Period.

4. Formation of the Contract

4.1 The contract for the Extended Warranty is formed when payment for the Extended Warranty has been received and the purchase has been accepted by us or by an authorised DSDevices reseller or distributor acting in connection with the sale.

4.2 Where the Extended Warranty has been purchased through an authorised reseller or distributor, we may require evidence of the Extended Warranty purchase before accepting a claim.

4.3 By purchasing the Extended Warranty on behalf of a business, the person making the purchase confirms that they have the authority to enter into the agreement on behalf of that business.

5. Warranty Period

5.1 The 3-Year Extended Warranty provides warranty cover for a **total period of 36 months from the original purchase date of the product**.

5.2 The 36-month Warranty Period comprises:

- the initial **12-month standard DSDevices warranty**; and
- an additional **24 months of extended warranty cover**.

5.3 The Extended Warranty therefore extends the total warranty period to **three years (36 months)**. It does not provide three additional years after expiry of the standard warranty.

5.4 Purchasing the Extended Warranty after the original product purchase date does not restart the Warranty Period. The 36-month period will always be calculated from the original purchase date of the relevant product.

6. Scope of Warranty Cover

6.1 During the applicable Warranty Period, we will provide warranty cover for defects in materials or workmanship that arise under normal use of the product.

6.2 Where we accept a valid warranty claim, we will determine the appropriate remedy. This may include:

- repair of the product;
- replacement with the same model;

- replacement with an equivalent model where the original model is no longer available; or
- another appropriate remedy agreed by us.

6.3 Replacement products may be new, refurbished or service-replacement products providing substantially equivalent functionality and performance.

6.4 A repair or replacement under the warranty does not restart or extend the original Warranty Period.

6.5 Any replacement product or component will be covered for the remainder of the original Warranty Period applicable to the product being replaced.

7. What Is Not Covered

7.1 The warranty does not cover faults, loss or damage resulting from:

- normal wear and tear;
- cosmetic damage that does not affect operation;
- accidental or deliberate damage;
- negligence or misuse;
- improper installation, configuration, storage or operation;
- operation outside the environmental or electrical specifications published for the product;
- liquid damage, moisture or corrosion;
- fire, flood, lightning, power surge or other external event;
- extreme temperatures or unsuitable operating environments;
- transport or shipping damage occurring after delivery where the transport was not arranged by or under the responsibility of EV4 Limited;
- unsuitable power supplies, cables, peripherals or accessories;
- repairs, modifications or interventions carried out by persons not authorised by us;
- use of non-approved replacement parts or components where this has caused or contributed to the fault;
- removal, alteration or illegibility of the product serial number or identification labels; or
- events outside our reasonable control.



7.2 The warranty relates primarily to the **DSDevices hardware**.

7.3 Unless otherwise expressly agreed in writing, the warranty does not cover faults arising solely from:

- third-party software;
- Content Management Systems (CMS);
- applications;
- operating system modifications not supplied or authorised by us;
- network configuration;
- customer configuration;
- third-party services; or
- incompatibility resulting from changes made by third-party software or service providers.

7.4 Inclusion, certification or testing of a third-party CMS or application does not constitute a guarantee that the third-party software or service will remain compatible throughout the Warranty Period.

8. Warranty Claims and RMA Process

8.1 If a product develops a suspected hardware fault, the customer must notify DSDevices, or the authorised reseller or distributor through which the applicable warranty support is provided, within a reasonable period after identifying the fault.

8.2 Before authorising a return, we may require the customer to complete reasonable remote diagnostic and troubleshooting procedures.

8.3 Where a return is required, an RMA or other return authorisation must be obtained before the product is returned.

8.4 Products returned without prior authorisation may be refused or returned to the customer.

8.5 The customer must package the product appropriately to protect it during transportation.

8.6 We may request that relevant accessories, power supplies or other components are returned where reasonably necessary to diagnose the reported fault.

9. Worldwide Warranty Coverage

9.1 The Extended Warranty is available for eligible DSDevices products purchased and deployed **worldwide**, subject to applicable laws, regulations, sanctions, export controls and our reasonable ability to provide warranty services in the relevant territory.

9.2 Worldwide warranty coverage does not guarantee the availability of a DSDevices repair centre, replacement stock or service facility within every country.

9.3 Depending on the customer's location, warranty services may be provided through:

- EV4 Limited / DSDevices;
- an authorised DSDevices reseller or distributor; or
- an appropriate regional service or fulfilment facility.

9.4 We will determine the appropriate location to which a product must be returned for warranty assessment, repair or replacement.

9.5 Unless otherwise agreed in writing, the customer is responsible for the cost and risk of transporting the product to the return location specified by us.

9.6 Where a warranty claim is accepted as valid, we will normally pay the standard transportation cost of returning the repaired or replacement product to the customer.

9.7 Unless otherwise agreed in writing, the customer remains responsible for any local taxes, import charges, customs duties, brokerage fees or similar charges that may arise in connection with an international warranty return or replacement.

9.8 We will use reasonable efforts to minimise unnecessary customs or import charges associated with legitimate international warranty returns, but we cannot guarantee that such charges will not be imposed by local authorities.

10. No Fault Found and Non-Warranty Repairs

10.1 Where a returned product is inspected and no hardware fault is found, we may:

- return the product to the customer;
- provide a quotation for further investigation or services; or
- charge reasonable inspection, administration, transportation, customs or handling costs where appropriate.

10.2 Where a fault is found but is not covered by the warranty, we may provide a quotation for repair or replacement where such a service is available.

10.3 We will not undertake a chargeable repair without the customer's approval.

11. Cancellation of the Extended Warranty

11.1 As this Extended Warranty is offered to business customers, consumer cancellation rights do not apply.

11.2 However, as a commercial benefit, a business customer may request cancellation of an unused Extended Warranty **within 30 days of purchasing the Extended Warranty**, provided that:

- no warranty claim has been made under the Extended Warranty;
- the Extended Warranty has not been transferred; and
- cancellation is not otherwise restricted by the agreed terms of purchase.

11.3 Where cancellation is accepted under this clause, the price paid for the Extended Warranty will be refunded.

12. Limitation of Liability

12.1 The remedies described in these Terms and Conditions represent the remedies available under the Extended Warranty.



12.2 To the fullest extent permitted by applicable law, we will not be liable under the Extended Warranty for:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of anticipated savings;
- loss of contracts;
- loss or corruption of data;
- business interruption; or
- indirect or consequential loss.

12.3 To the fullest extent permitted by law, our aggregate liability arising from or in connection with the Extended Warranty will not exceed the original purchase price paid for the relevant hardware together with the price paid for the Extended Warranty.

12.4 Nothing in these Terms and Conditions excludes or limits liability where it would be unlawful to do so, including liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot lawfully be excluded or limited.

13. Business-to-Business Warranty

13.1 The Extended Warranty is a commercial warranty offered exclusively to business customers.

13.2 It is additional to any contractual rights expressly provided under the applicable contract for the purchase of the product.

13.3 Nothing in these Terms and Conditions excludes any rights or remedies that cannot lawfully be excluded under applicable mandatory law.

14. Transfer of Warranty

14.1 The Extended Warranty is linked to the relevant DSDevices product and its serial number and may not be transferred independently of that product without our prior written consent.

14.2 Where a DSDevices reseller or distributor supplies the product to an end business customer, the remaining Extended Warranty may follow the product, subject to satisfactory evidence of the original product and Extended Warranty purchase.

14.3 The expiry date of the Extended Warranty will not change as a result of a permitted transfer.

15. Events Outside Our Reasonable Control

15.1 We will not be responsible for a failure or delay in performing our obligations under the Extended Warranty where that failure or delay results from circumstances outside our reasonable control.

15.2 Such circumstances may include, without limitation:

- natural disasters;
- fire or flood;
- war, terrorism or civil disturbance;
- epidemic or pandemic;
- industrial action;
- transportation or logistics disruption;
- telecommunications failure;
- government action or restrictions;
- sanctions or export restrictions; or
- other events beyond our reasonable control.

15.3 Where such an event occurs, we will use reasonable efforts to resume performance of our obligations as soon as reasonably practicable.

16. General

16.1 Severability: If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, the remaining provisions will continue in full force to the fullest extent permitted by law.

16.2 Waiver: A failure or delay by us in exercising any right or remedy will not constitute a waiver of that right or remedy.

16.3 Entire Agreement: These Terms and Conditions, together with any documents expressly incorporated into them, constitute the agreement relating to the Extended Warranty.

16.4 Variations: Any variation specifically agreed between us and a customer must be confirmed in writing by an authorised representative of EV4 Limited.

16.5 We may update these Terms and Conditions from time to time. Any update will not retrospectively materially reduce the warranty coverage already purchased by an existing customer unless required by applicable law.

17. Governing Law and Jurisdiction

17.1 These Terms and Conditions and any dispute or claim arising from or in connection with the Extended Warranty will be governed by the laws of **England and Wales**, subject to any mandatory laws that may apply in the country in which the product is supplied.

17.2 Subject to any mandatory applicable law, the courts of **England and Wales** will have exclusive jurisdiction in relation to disputes arising from or in connection with the Extended Warranty.

18. Contact

For warranty enquiries or to initiate a warranty claim, please contact:



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Portsmouth Road

Esher

Surrey

KT10 9AD

United Kingdom

Email: info@dsdevices.com