

# EGate Warranty Terms & Conditions

## Warranty for Defective Equipment

1. All equipment carries a 12 month on-site warranty from date of installation/delivery, unless specified otherwise on quotations or elsewhere. The warranty will be void should any equipment get damaged due to power surges, black outs or lightning and any non-warranty related causes not specifically mentioned.

## What does “defective” mean?

2. What does “Defective” mean? A defect means any material imperfection in the manufacturing of the equipment that renders the equipment less acceptable than the reasonable man would generally expect in the circumstances; or (ii) any characteristic of the equipment or components that renders the equipment or components less useful, practicable or safe than the reasonable man would generally expect in the circumstances. The equipment must be reasonably suitable for the purposes for which they are generally intended; of good quality, in good working order and free of any defects; be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and comply with any applicable standards set under the Standards Act, 1993 (Act No. 29 of 1993 as amended), or any other public regulation.

## Month Warranty

3. All equipment carries a 12 (twelve) month warranty against defects. If the equipment is found to be defective within 12 (twelve) months of delivery, the Customer must contact EGate. The Customer will need to provide the following –
  - o Customer Name
  - o Contact and/or Account Number
  - o Date of purchase (Customers may be required to produce a copy of the invoice as proof of purchase)
  - o Description and/or Part Number
  - o Problem Description
  - o Serial number/MAC Address of each unit
  - o Troubleshooting actions taken so far
  - o Units returned must be either unlocked from all passwords or the full access password must be provided
  - o Equipment must be in its original packaging and must be accompanied by all accessories provided with it and manuals must be intact.

All items must be returned in an “as new” condition. EGate will replace the defective equipment and same will be billed for after the delivery and /or installation has been done. Should the equipment be replaceable under warranty, a credit will be passed to the Customer’s account. However, if the equipment or the damage does not fall under the warranty, or if the equipment is proven not to be defective, a credit will not be passed. Please note that, in terms of the Consumer Protection Act, this warranty may fall away if the equipment has been altered or modified contrary to instructions, or after leaving the control of EGate, or if the equipment has been tampered with.

## Within 0 to 6 months period of Warranty

4. If the equipment is proven to be defective and the return has been approved within 6 (six) months of delivery of the equipment to the Customer, the Customer has the option to either replace the equipment or, having EGate to repair the equipment or, the Customer returning the equipment and EGate refunding the Customer the price paid for the equipment, subjected to the terms contained in the Buy Back Guarantee. Due to the nature of the equipment, repair of

the equipment might not be an option, therefore replacement will be the most viable option. Customers must also please note that the EGate services cannot be provided unless the Customer has the equipment, therefore returning the equipment and requesting a refund is also not a viable option. Once approved, EGate will arrange for collection and delivery of the equipment at EGate's cost.

## Within 6 – 12 months period of Warranty

5. If the equipment is proven to be defective and the return has been approved after 6 (six) months but within 12 (twelve) months of delivery of the equipment to the Customer, EGate, at its election, shall either replace or repair the equipment. Once approved EGate will arrange for collection and delivery of the equipment at EGate's cost.
6. Any equipment damaged due to power surges, black outs or lightning will not be covered by the warranty.

## Damaged Equipment

7. If equipment is damaged while at the Customer's premises or in the Customer's control, EGate will replace the damaged equipment and same will be billed for after the work has been done.

## Repairs Warranty

8. All new or reconditioned parts installed during any repair or maintenance work, and the labour required to install it, has a 3 (three) month warranty from the date of installation. This repairs warranty is concurrent with the 1 (one) year warranty. The repairs warranty will be void if the Customer has subjected the part, or the equipment, which was installed to misuse or abuse; ordinary wear and tear excluded, having regard to the circumstances in which the equipment is intended to ordinarily be used. If the equipment is repaired by EGate and within 3 (three) months after that repair, the failure, defect or unsafe feature has not been remedied, or a further failure, defect or unsafe feature is discovered, EGate will either replace the equipment or refund to the Customer the price paid for the equipment but a 10% handling fee will be levied.

## Repairs & Maintenance

9. If the equipment is not defective but damaged due to the Customer's fault or the equipment falls out of warranty, the Customer will be charged delivery charges to collect and deliver the equipment for repairs and maintenance. The repairs and maintenance for this equipment are to be paid for within 30 (thirty) days after the repairs or maintenance have been completed failure by which the Customer hereby agrees and consent that any equipment so returned for a repair or maintenance may be sold by EGate to defray the cost of such repair or maintenance if the equipment remains uncollected for a period of 30 (thirty) days after the repairs or maintenance have been completed.

See the [EGate Advanced Warranty Terms & Conditions](#).