

# Annex C – Warranty & Returns Procedure

*Attached to the Digissential Master Legal Policies & Terms (South Africa)*

*Effective date: 2025-08-14*

## 1. Purpose & Legal Basis

1.1 This Annex sets out Digissential's warranty and returns procedure in compliance with the Consumer Protection Act 68 of 2008 ("CPA"), the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), and applicable South African law. It complements, and does not limit, the statutory rights afforded to consumers under the CPA.

1.2 In the event of any conflict between this Annex and mandatory provisions of law, the latter shall prevail.

## 2. Scope & Structure of Warranties

2.1 Warranties are structured into three distinct categories to reflect legal and operational differences:

1. 2.1.1 Parts Supplied by the Company (New and Refurbished/Used).
2. 2.1.2 Client-Supplied Parts (installed by the Company).
3. 2.1.3 Labour (workmanship) and Software Support.

2.2 These warranties apply to Services performed on-site, off-site, and remotely, subject to the exclusions herein and in the Master Legal Policies.

## 3. Parts Supplied by the Company

3.1 New Parts – CPA Implied Warranty: New parts supplied by the Company are subject to the CPA's implied warranty of quality for six (6) months from date of delivery to the Client. Within this period, if the part is defective or fails to meet the standards contemplated by the CPA (fitness for purpose, acceptable quality, and durability), the Client may elect a remedy of repair, replacement, or refund, subject to inspection and lawful exclusions.

3.2 Post-Repair Guarantee: Where a repair is elected and performed, the repair itself carries a minimum three (3) month guarantee. If the same defect recurs within that period, the Company will replace the part or refund the Client, in accordance with the CPA.

3.3 Refurbished/Used Parts – Disclosed Coverage: Refurbished or used parts supplied by the Company carry a disclosed warranty period stated on the quotation/invoice (default ninety (90) days unless otherwise specified). The CPA's standards of quality and fitness remain

applicable; however, a shorter warranty period may apply where clearly disclosed prior to sale and accepted by the Client.

3.4 Condition of Return: Warranty evaluation requires the part/device to be returned in the condition it failed, free of post-service physical damage, burns, moisture ingress or tampering, together with all accessories where applicable. Packaging is preferred for DOA assessments where available.

3.5 Ownership of Replaced Parts: Parts replaced under warranty become the property of the Company; replacement parts inherit the longer of (i) the remainder of the original warranty period or (ii) ninety (90) days.

3.6 Exclusions: Warranty does not cover failures caused by accident, neglect, liquid damage, electrical surge, overheating due to environmental factors (e.g., blocked vents), unauthorised modification or third-party repair, misuse, or software/firmware changes unrelated to the original defect.

## **4. Client-Supplied Parts**

4.1 No Parts Warranty: Where the Client supplies the part, the Company provides no warranty on that part's quality, suitability, or durability. Any manufacturer/supplier warranty must be pursued directly by the Client with their supplier, unless otherwise agreed in writing.

4.2 Compatibility & Latent Defects: The Client assumes the risk of incompatibility or latent defects in Client-supplied parts. The Company will use reasonable skill and care in installation but is not liable for defects inherent in the part.

4.3 Labour Interaction: If a Client-supplied part fails, re-installation or diagnostic time may be billed at the prevailing labour rate, unless the failure is proven to be caused by the Company's workmanship.

4.4 Evidence: The Company may require photos/video of the failure and inspection of the device/part to determine whether the issue relates to workmanship or part quality.

## **5. Labour & Software Support**

5.1 Labour Warranty (Workmanship): Repairs and installations performed by the Company are warranted for ninety (90) days from completion against defects in workmanship relating to the original fault. The Company will re-perform the work at no additional labour charge where a workmanship defect is established.

5.2 Software Support (Original Issue): Software remediation is supported for seven (7) days from handover for the original reported issue. New issues, client-introduced malware, subsequent OS/app updates, configuration changes, and third-party interference are excluded.

5.3 Limitations: The labour warranty does not cover faults caused by misuse, new or unrelated failures, subsequent physical/liquid damage, third-party work post-handover, or environmental factors (power surge, unstable mains).

## **6. Dead-On-Arrival (DOA) & Early Failure**

6.1 DOA Window: If a Company-supplied part fails within seven (7) calendar days of delivery/collection and presents with a manufacturing defect, the Company will prioritise replacement or refund (subject to supplier stock) after expedited inspection.

6.2 Courier Costs: For accepted DOA cases, the Company will cover reasonable inbound courier costs within South Africa. For non-DOA warranty claims, inbound shipping to the workshop is for the Client's account; outbound shipping after successful warranty service may be covered by the Company within reason.

## **7. Returns & Warranty Claim Procedure (Client Steps)**

4. 7.1 Initiate Claim: Notify the Company via email (digissentialteam@gmail.com) with invoice number, device serial/model, description of the defect, and supporting photos/video where possible.
5. 7.2 Acknowledgement: The Company will acknowledge receipt within two (2) Business Days and provide next steps and a reference number.
6. 7.3 Return/Inspection: Deliver or courier the device/part for inspection. The Company will conduct diagnostics within five (5) Business Days of receipt (longer where supplier testing is required; the Client will be informed).
7. 7.4 Outcome & Remedy: If the claim is approved, the remedy will be applied as per section 3 (repair, replacement, or refund under the CPA) or section 5 (rework for workmanship). If declined, a written reason will be provided with supporting evidence (e.g., damage photos, test logs, supplier report).
8. 7.5 Refund Timing: Approved refunds will be processed within seven (7) Business Days via the original payment method where practicable.

## **8. Internal Technician Checklist (Operational Control)**

- 8.1 Verify documentation: invoice/proof of service; client ID where relevant (password resets).
- 8.2 Intake photos: device condition on receipt (all sides), serials, asset tags, tamper indicators.
- 8.3 Replicate fault: record steps to reproduce and initial diagnostics (codes/logs).
- 8.4 Isolate cause: differentiate part failure vs. software/config vs. environmental/power issues.
- 8.5 Evidence capture: thermal readings, SMART/health reports, PSU/voltage tests where relevant.
- 8.6 Decision record: approve/decline with reason code (e.g., DOA, workmanship, misuse, third-party tampering).

- 8.7 Remedy steps: repair/replacement/refund; note parts used and serials; update warranty clock (remaining vs. 90-day minimum for replacement).
- 8.8 Client communication: clear timeline, stock/backorder status, and next actions; upload photos/reports to job file.
- 8.9 Final QC: verify original issue resolved; run post-repair checks (stress test/benchmarks, SMART pass, temps).
- 8.10 Handover: document results; obtain client acknowledgement of working condition where practical.

## **9. Exclusions & Limitations**

- 9.1 Physical, liquid, or burn damage occurring after service or inconsistent with a manufacturing defect.
- 9.2 Damage due to overclocking, unsupported BIOS/firmware changes, or incompatible third-party software.
- 9.3 Wear-and-tear items (e.g., batteries, fans, thermal compounds) unless specifically stated otherwise in writing.
- 9.4 Data loss, corruption or recovery outcomes (addressed separately under Data Recovery terms). Clients are responsible for backups unless the Company provides paid backup services.
- 9.5 Consumables and accessories (cables, dongles, packaging) unless specifically included in the sale.
- 9.6 Evidence of unauthorised repair, modification or tampering after handover.
- 9.7 Environmental damage including power surges, lightning, or ventilation blockage.

## **10. Returns Not Due to Defect**

10.1 Change-of-mind returns are not accepted unless required by law (e.g., specific direct-marketing cooling-off under the CPA) or expressly permitted by the supplier/manufacturer return policy. Where accepted, items must be unopened and in resalable condition; restocking or courier fees may apply in accordance with the supplier's policy.

## **11. Records & Transparency**

11.1 The Company maintains a warranty/returns log including claim references, diagnostics, decisions, and correspondence for at least three (3) years. Where a claim is declined based on a supplier/manufacturer decision, the Company will provide the supplier's written response upon reasonable request (subject to confidentiality constraints).

## **12. Dispute Resolution & Governing Law**

12.1 Disputes shall follow the process in the Master Legal Policies (mediation via AFSA in Stellenbosch, Western Cape; thereafter the courts of the Republic of South Africa). Nothing herein limits the Client's statutory rights under the CPA.

### **13. Severability & Updates**

13.1 If any provision of this Annex is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.2 This Annex may be updated to reflect changes in law or supplier practices. Material changes will be recorded in Annex F (Change Log) of the Master Legal Policies & Terms.