



## Repair and Warranty Policy

December 2022 | Version 1.0

### 1. **Introduction.** Having chosen to purchase one or more of our products we would like to offer our full technical service and support so that you may indeed **Work with Confidence**.

- 1.1. **About us.** Welcome to our Repair and Warranty Policy. Rexel Office Products (Pty) Ltd (registration no. 1969/013591/07), is committed to ensuring your customer satisfaction across our brand portfolio. We understand that our prosperity depends, to a large extent, on developing and maintaining consumer confidence by constantly achieving high levels of product and service quality in the distribution and ongoing support of our goods portfolio.
- 1.2. **Quality goods.** We can achieve this quality objective through commitment at all levels, ensuring that our products are safe, meeting statutory legislations and consumer requirements and the "fit for the purpose" specifications for which we supply them.
- 1.3. **Application of this policy.** This policy applies to you if you have purchased our goods through a distributor of our goods (for example, a physical store or an online retailer of stationery and office supplies) and wish to return or have us repair the goods. You should read this policy with the supplier's returns policy (the supplier you originally purchased our goods from) which will establish the start of the return or repair process.
- 1.4. **Our goods.** We supply physical goods. Our goods include general office stationery, business machines and visual communication and presentation goods.
- 1.5. **Read instructions.** Please carefully read and follow all instructions that come with our goods. For example, any documents that help you use our goods. Please also read our website at [www.rexelsa.co.za](http://www.rexelsa.co.za) for tips on using our goods.

### 2. **Cooling-off period for electronic transactions**

- 2.1. **Consumer returns.** Section 44 of the Electronic Communications and Transactions Act (**ECT Act**) may apply to your electronic transactions. If you qualify as a consumer under the ECT Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. Section 44 is only applicable if you are a natural person – in other words, a human being. You must also be the end user of the goods or service. The transaction must be an electronic transaction – a transaction concluded via (in whole or in part) the website, email, or SMS.
- 2.2. **Cooling-off not applicable.** This cooling off period does not apply to goods made or altered to your specifications, or goods specially ordered from a foreign country.
- 2.3. **Return of goods in terms of cooling-off period.** You must return any goods in new condition with all original packaging and materials (including any accessories or parts).

### 3. **Goods warranties**

- 3.1. **Our goods warranty.** We warrant that all our goods are new and of good quality unless we clearly describe them as used or reconditioned or as having specific defects.
- 3.2. **Invalidation of warranties and right to return unsuitable goods.** Warranties on any of our goods will be invalid if the serial number is missing from the goods or any person who is not suitably qualified has opened, tampered with, or altered the goods contrary to the instructions or removed the warranty label. This also applies to goods found to be unsuitable. It may be fraud to

damage goods deliberately to claim a refund.

- 3.3. Statutory warranty against defects.** We warrant all our new goods against any defects for six months of normal household or business use, from the time we supplied the goods. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).
- 3.4. Defective goods.** Defective goods are those that had a defect or were unsafe when we supplied them. We highly recommend testing out your purchase as soon as you have received it to make sure that everything is in working order. A defect usually means that the goods were manufactured using materials, components, or workmanship below an acceptable standard. You must prove that goods are defective.
- 3.5. Statutory compensation.** We will repair, replace, or refund the price of any defective goods that you return to us during the six month statutory warranty. Returns must follow our returns procedure below.
- 3.6. Choice of compensation.** Any customer that is also a consumer under the CPA may decide whether we should either repair or replace the defective goods or make a refund. We will decide how to compensate any of our other customers.
- 3.7. Repairs warranty.** We warrant all our repairs and repaired goods against the failure of a repair and any further defect for the remaining portion of the statutory and extended warranty plus a further three months from the time we returned the repaired goods. Kindly note that, the above warranty:
- is concurrent with any other deemed, implied, or express warranty;
  - is void if you have subjected the part, or the goods in which it was installed, to misuse or abuse; and
  - does not apply to ordinary wear and tear, having regard to the circumstances in which we intend you to ordinarily use the goods.
- 3.8. Faulty repaired goods.** Kindly note that if goods are faulty after we have completed a repair, you must notify us and follow the same procedure for returning defective goods. We will arrange a courier to collect (see fault report for relevant collection and delivery fees) and repair the faulty goods. You must not attempt to fix the goods yourself. If you do you will forfeit the goods' warranty.
- 3.9. Compensation under repair warranty.** If you are also a consumer under the CPA, then we may choose to replace or refund the price of any repaired goods that you return to us during the three month repair warranty period.
- 3.10. Our extended warranty.** After the six months statutory warranty has expired, we offer an extended warranty for certain goods. This means we will repair the defective goods or replace them with new or reconditioned goods, as long as the defective goods are returned to us within the extended warranty period. The period of any extended warranty depends on the particular goods and may cost extra. We will give you the terms of any extended warranty in writing when we supply those goods. Our longest extended warranty is valid for 24 months after we supplied the goods unless packaging states otherwise. Our right to inspect the goods and charge a fee for this also applies to claims under our extended warranty.
- 3.11. Exclusion of industrial use.** We only warrant goods for any industrial or unusual commercial use if we clearly state this in writing, for example on the packaging.
- 3.12. Exclusion of non-specified purposes.** We do not warrant goods if you use them for purpose not covered by our packaging instructions and user manual. For example, attempting to use the goods for higher volumes or more users than we specify on the packaging or in the user manual.
- 3.13. Wear and tear.** We do not provide any warranty in respect of damage, depreciation, or loss resulting from ordinary use. This includes consumable items within our goods. For example, pins and disks on heavy duty punches.

## **4. Inspection of defective goods**

- 4.1. Examination of goods.** Upon receipt of your returned defective goods, we will examine the goods and produce a report setting out our findings on whether the goods are defective or not.
- 4.2. Our examination duties.** We train our staff to recognise any defects in our goods. They can usually tell if the goods have been misused, for example if they have been neglected, damaged, altered or not used according to instructions. For example, you inserted more paper into the machine than the packaging recommendations. Our staff will give reasons if they refuse to accept that we supplied defective goods but will only do this if they honestly believe the goods have been misused.
- 4.3. Not regarded as defects.** If you claim that our goods are defective, our staff will examine the actual goods for defects. They will report to us whether the goods were defective, were misused, or are of good quality. We do not regard the following as defective:
- faults resulting from normal wear and tear;
  - damage arising from negligence, user abuse or incorrect usage of the product (for example, overloading a shredder with more sheets of paper than its specifications indicate, using a Paper Shredder to cut material other than standard office use paper);
  - damage arising from electrical surges or sea air corrosion;

- damage arising from a failure to adequately care for the product; for example failing to apply shredder oil to the cutters from time to time;
- damage arising from unauthorized alterations to the product; or
- where the specifications of a product, although accurately described on the website and generally fit for its intended purpose, do not suit you.

**4.4. No defects.** If the report sets out that the goods did not have any defects, we will offer repair services in respect of the returned goods, but these will be at an additional cost.

## 5. Statutory right to return unsuitable goods

Our customer that is also a consumer under the CPA may return goods within ten days of delivery if they could not examine them before delivery and then discover that the goods are not what they ordered or expected or are not suitable for a specific purpose that they communicated to us in writing.

**5.1. Returns of unsuitable goods.** A consumer must return unsuitable goods within ten days of delivery according to our returns and refunds procedure below.

**5.2. Refund of price of unsuitable goods.** We will refund the full price of any unsuitable goods in their original unopened packaging.

## 6. Procedure for returns via distributors of our products.

Our distributors that supply our goods to you may have their own returns policies that apply to your purchase of our goods from them. You must initiate the returns process in line with their policy and procedures. You may need to return defective or unsuitable goods directly to the supplier. You must use the returns procedure they provide to you. Their policy and procedures will establish the point at which we will continue the process, and at which point this policy will apply.

## 7. Procedure for returns, repair, refurbishment, replacement, or refund.

**7.1. Rexel Office Products fault report form.** Ask our technical services department (details below) to email a fault report form to you. Complete the form with your contact details, date and place of purchase, and all details of the physical goods that you want to return, including how and why you believe the goods are defective or unsuitable for your purpose. See fault report for relevant collection and delivery fees. Upon our collection and receipt of your returned goods, we will notify you if we have not received the return or refund claim form associated with your claim. If we have not received it, we will send you a blank return or refund claim form via email. Please complete it and return it to us as we will not be able to continue processing your claim until we have received this document.

**7.2. Return or refund procedure.** You must use our returns or refund procedure for returning defective or unsuitable goods or else we may refuse to accept them.

**7.3. Send form to technical services.** Email the fault report form to technical services. Technical services should contact you with a return or refund claim number within 24 business hours of receipt, otherwise you must contact them to get the number.

**7.4. Inspection for defects decision.** Our technical services department may tell you that they do not believe you have a claim. For example, the warranty period of the goods has expired or we determine that the goods are not defective. In this case we may refuse to repair or replace goods or refuse to pay a refund.

- 7.5. **Items to accompany returned goods.** Any return of physical goods must include proof of purchase plus all accessories (such as the power cable & shred bin) and instructions, and all original packaging that is still available.
- 7.6. **Fault report.** Ensure that a copy of the fault report accompanies the returned goods.
- 7.7. **Packaging.** When preparing your goods for return, you must ensure the goods are well packaged to eliminate dents and scratches. If original packaging is not available, please make sure the goods are in protective packaging as we are not responsible for any damage in transit. If the returning product item has not been packaged properly and is damaged, then we simply cannot give you a refund. It is your responsibility to package the item correctly.
- 7.8. **Self-oiling machines.** For self-oiling machines, you must remove oil from the reservoir and plug the oil reservoir with a cloth to prevent leaking onto the machine.
- 7.9. **Repairs or replacement.** If you choose for us to repair or replace the goods or we decide to do so ourselves, we will contact you as soon as reasonably possible to organise the necessary steps to repair or replace the goods.
- 7.10. **Availability of Spare Parts.** We rely on the original equipment manufacturers to grant access to spare parts and repair manuals within a reasonable timeframe.
- 7.11. **Payment of refunds.** If you choose for us to make a refund or we decide to do so ourselves, we will contact:
- the supplier who you originally purchased our goods from to facilitate the refund to you in line with their returns and refunds policy; or
  - you and arrange payment of the refunded amount into a bank account of your choice within 30 days.
- 7.12. **Warranty Replacement.** We warrant all our replacement goods against failure and any further defect for the remaining portion of the statutory and extended warranty period of the originally purchased item. Kindly note that, the above warranty:
- is concurrent with any other deemed, implied, or express warranty;
  - is void if you have subjected the part, or the goods in which it was installed, to misuse or abuse; and
  - does not apply to ordinary wear and tear, having regard to the circumstances in which we intend you to ordinarily use the goods.
  - The replacement machine shall be of equivalent specification and condition as the one being replaced.

## 8. Payments for repairs

- 8.1. **Quotation.** Any Quote provided shall only be valid for 30 days from the date issued. If we do not receive a response to a repair quotation within three months from date of issue the company reserves the right to have the machine dismantled by its contracted recycling service provider.
- 8.2. **Charges for repairs.** We will charge:
- **In warranty.** If the goods are still within their warranty period, we will not charge you for repairs. The collection and or delivery fee is payable.
  - **Out of warranty.** We will charge you on a time and materials basis for repairs to goods that are out of warranty. This will be our service labour charge at our rates at the time, per hour (or part thereof) which are available on request. Kindly note that in respect of any Out of Warranty Repairs that you do not accept will render you liable to pay us the prevailing out of warranty assessment fee that we will reflect on your fault report form.
  - **The Call out fee.** This fee is payable for both **In Warranty** and **Out of Warranty** repairs if we are asked to uplift and return the machine to you.
- 8.3. **Payment method.** You must pay us for repairs as follows:
- **Approved credit facility.** If you have any approved credit facility with us, you must complete a written company purchase order (in a form acceptable to us) in respect of any repair you require; or
  - **Credit card or EFT.** If you do not have an approved credit facility with us, we will require full payment for any repair or replacement goods before we begin our repair or replace the goods. In this regard we will only accept Master, Visa Credit Card, or EFT as payment.
- 8.4. **Valid identification on payment.** You or your duly authorised representative must produce valid identification on payment. We will not be obligated to release any product to you until we are satisfied as to your identity.
- 8.5. **Lien.** We have the right to keep possession of your goods submitted for repair until you have made full payment for the repair.
- 8.6. **Fault report form.** We require you to produce the Rexel Office Products fault report form when enquiring on the repair of your

goods. We will not release or deliver the goods without a proper document or corresponding paperwork.

## 9. Your indemnities

- 9.1. **General indemnity.** You agree to indemnify, defend, and hold us harmless (and those related to us and our member officers, employees, and agents) from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to our provision of services to you. If permissible under applicable law, legal costs will be on an attorney and own client basis.
- 9.2. **Delays.** While we will use our best endeavours to render any services timeously, you acknowledge that time will not be of the essence for the purposes of rendering any repair services and we will not be liable to you for any delays in rendering the services. We rely on the original equipment manufacturers to grant access to spare parts and repair manuals within a reasonable timeframe.

## 10. Our technical services department contact details

Our customers can contact our technical service department as follows:

- Telephone number: (+27) 011 226 3300
- WhatsApp number: (+27) 079 782 9891
- Email address: [service@rexelsa.co.za](mailto:service@rexelsa.co.za)
- Postal address: PO BOX 102, Crown Mines, 2025
- Street address: Crusher Road, Crown Ext 3, Johannesburg, 2025
- Business hours: 08h00 to 16h30, Monday to Friday

## 11. Customer queries and complaints

We aim for complete customer satisfaction. We respect our customers' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our goods, or have any questions, please contact our technical services department, and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our goods and services.

## 12. Dispute resolution

If we do not accept that we supplied defective or unsuitable goods, and our technical services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.