

SWAP PHONE REPLACEMENT WARRANTY SERVICE CONTRACT

TERMS AND CONDITIONS

DEFINITION

- **Product** means the mobile phone covered under a valid Service Contract.
- **You** and **Your** refers to the owner of Product and purchaser of this Service Contract.
- **We, Us** and **Our** refers to Senheng Electric (KL) Sdn Bhd.
- **Service Contract Certificate** means the certificate issued by Us as proof of purchase of the SWAP Phone Replacement Warranty Service Contract by You.
- **SWAP Phone Replacement Warranty Fee** means the amount charged by **Us** to **You** for the purchase of the Service Contract inclusive of sales and services tax.
- **SWAP Fee** refers to the amount charged on replacing the **Product** upon an approved claim.

COVERAGE

- This SWAP Phone Replacement Warranty Service Contract ("**Service Contract**") provides for the replacement of the Product purchased by You if found to be defective during the term as stated in the Service Contract Certificate. When the Product failure occurs due to an electrical or mechanical defect only, You will receive a brand new replacement product of like kind, quality and value. Once the Product has been replaced, the Service Contract will automatically terminate.
- The Service Contract will start on the commencement date and end on the expiry date as stated in the Service Contract Certificate.
- Upon an approved claim by Us, You will be charged a SWAP Fee as per the table below. We reserve the right, at Our discretion, to change and modify the SWAP Fee at any time by posting the amended terms.

Replaced Product Price (RM)	0 - 500	501 – 1000	1001 - 1500	Above 1500
SWAP Fee (RM)	50	100	150	200

PRODUCT ELIGIBILITY

This Service Contract may only be purchased upon purchase of a Product and only covers a Product which:

- Is new and purchased from Us;
- In manufactured for the use in Malaysia;
- Included at the time of purchase, the manufacturer's complete and original warranty which is valid in Malaysia; and
- Usage is limited to domestic and personal use.

SUBMISSION OF REPLACEMENT CLAIM

- In event of a breakdown of the Product due to electrical or mechanical defect that may give rise to a claim for replacement under the Service Contract, the Product covered under this Service Contract must be presented to any of Our authorized retails outlets within the term as stated in the Service Contract Certificate and in any case, within **fourteen (14) days** of the happening such event.
- For all replacement claim, the Senheng Sales Invoice/Receipt for the Product must be presented.
- Consult your manufacturer's instructions to determine if the failure to operate is due to circumstances that may be corrected by yourself. If the breakdown is not covered by this Service Contract or if the Product is found to be non-defective, the Product will be returned to You. You can contact Our Customer Care Line at 016-299 1398 during office hours (Monday to Friday, 9.30am to 5.30pm) for more information.

EXCLUSIONS FROM COVERAGE

- Any defects that are subject to the manufacturer's recall, including defective workmanship by the manufacturer.
- Any cost or damage associated to routine maintenance, inspection, cleaning, lubrication, external adjustments and any other instructions.
- Non-operating and cosmetic items, paint, color, or Product finish, accessories used in or with the Product, external cables and cords, glass and lens, add-on options incorporated in a Product for which options are not essential to the basic function of the Product for which the Service Contract was purchased.
- Normal wear and tear to the exterior and interior of the Product cosmetic parts.
- Unauthorized modifications made to the Product; altered serial numbers; failure to follow manufacturers' instructions on installation, operation or maintenance; repairs performed by non-authorized repairer; any items not affecting the function of the Products; image burn.

- Software (including operating system and any stored data) defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- Repairs to hardware that has been added after the original purchase of the Product.
- All batteries (including regular (non-chargeable batteries)) external faults such as wiring, electrical connection, realigning of signal receivers (poor reception), and consequential loss of any kind.
- Repairs necessitated by accidental or intentional physical damage or spilled liquid.
- Routine maintenance or cleaning.
- Damage resulting from willful neglect, abuse, misuse, theft, sand, fire, flood, corrosion, water damage, excessive heat, battery leakage, acts of God (including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion), power outages or surges, inadequate or improper voltage or current (fluctuation of electrical power, lightning, static electricity), improper environment (including lack of proper temperature or humidity).
- Failure caused by a voltage converter and /or applying incorrect voltage to the Product.
- Diagnosis where no defect has been found or noted.
- Defects and on-site service charges not covered by the manufacturer's original written warranty, unless otherwise stated as covered above.
- Shipping charges and damage, express service charges, transportation damage, removal, installation or reinstallation of the Product, products on loan during the repair process.
- Commercial use (multi-user organizations), public rental, use for profit or communal use for multi-family housing.
- Products that are still covered by the manufacturer's original written warranty or any other warranties in effect.

THIS REPLACEMENT WARRANTY IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT PROVIDING REPLACEMENT FOR COVERED DEFECTS. IT DOES NOT PROVIDE ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP OR PERFORMANCE OF THE COVERED PRODUCT.

LIMITATION OF LIABILITY

- Our liability for any valid replacement claim shall in no event exceed the actual purchase price of the Product. You would be required to pay for the additional amount if the replacement product value is more than the purchase price you paid for Your original Product.
- Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limiting to losses incurred due to any delay in rendering service related to this Service Contract and loss of use during the period that Your Product is at the authorized retail outlets and/or while awaiting replacement.
- The replaced Product (the spoilt unit) shall become Our property.
- This contract is non-transferable.

TERMINATION AND CANCELLATION

This Service Contract shall terminate immediately with no refund of the SWAP Phone Replacement Warranty Fee in the event of any of the following:

- Upon expiry of the Service Contract, disposal or repossession of the Product;
- Unauthorized repair, replacement or modification of the Product;
- If the Product is moved out of Malaysia.
- In the event that a replacement is made or the claim amount exceeds the actual purchase price of the Product under this Service Contract.

Cancellation of this Service Contract is applicable only when the Product is returned to or exchanged by Us within **seven (7) days** from the date of purchase shown in the Original Receipt/Invoice. The Service Contract Original Sales Invoice/Receipt must also be returned to Us to obtain a refund.

ENTIRE AGREEMENT

This is the entire agreement between Us and the Purchaser of this Service Contract and no other oral or written representation is valid. In the event of any inconsistency between the English text and text in other languages, the English version shall prevail. We reserve the right to amend the terms and conditions at our discretion without prior notice.