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## II. General Provisions Applicable

### A. Cohuba UK Mainland Warranty:

The Cohuba UHD Interactive Device comes with a manufacturer’s 5-year on-site support warranty as standard which is provided at no extra charge for as long as the product is bought within the UK Mainland, registered with Cohuborate Ltd with the product serial number and proof of purchase from Cohuborate Ltd or a Cohuba Trusted Partner within the UK Mainland only

### B. On-Site Support:

1. Following initial diagnosis of the fault by the Cohuborate Service Provider, Cohuborate will arrange for the Cohuborate Service Provider to visit the customer on-site. The Cohuborate Service Provider may be required to replace the defective device and install a replacement.
2. The Cohuborate Service Provider is responsible for de-installing the defective product and re-installing any replacements and for ensuring that the product is in full working order before leaving the site.
3. The Cohuborate Service Provider is also responsible for packaging any faulty products from the customer location for return to the premises of the Cohuborate Service Provider at Cohuborate’s cost.
4. If upon arrival at site the Cohuborate Service Provider is requested to repair a device that does not have the same serial number as reported in the initial service ticket, the Cohuborate Service Provider will not be required to complete the repair and Cohuborate reserves the right to invoice the customer for the call-out charge, for any parts supplied as well as any other costs incurred as a result of the initial call out.

5. Any spares or devices provided under warranty as a first-time replacement will receive the benefit of the remainder of the warranty term available for the original product which has been replaced commencing from the date of replacement.
6. To be able to repair the defective product in a responsible manner the customer's equipment and the site shall be easily accessible including the following criteria.
  - i. The Cohuborate Service Provider should be able to access the device without any obstructions
  - ii. If the device is situated above the ground floor, then the device will need to be accessed by a lift that can accommodate the packaged device.
  - iii. If the product is installed on a mobile stand or fixed mount it must be easily accessible and removed without the need for any specialist tools or equipment.
  - iv. Cohuborate reserves the right not to carry out the warranty service if any of these criteria are not met.

### C. Installation:

Only applicable to Cohuba product installed by a Cohuba Trusted Partner who must manage and be responsible for the installation of the device. Cohuborate Ltd will not be liable for any damage to product, property or bodily injury resulting from improper, faulty or substandard installation.

### D. Warranty Logistics:

1. The customer is responsible for ensuring that all replacement products are without visible physical damage at the point of delivery. Any reports of damage must be reported to Cohuborate Ltd or the Cohuba Trusted Partner within seven days of delivery.
2. Product delivery can be arranged to a specific location at the site. Specific delivery information must be made known at the time the warranty service ticket is logged.
3. Product collection can be made from a specific location at the site. Specific collection information must be made known at the time the warranty service ticket is logged.

## III. Warranty Exclusions

### A. No warranty is provided by Cohuborate Ltd in the following circumstances:

1. Products that have not been purchased by the customer from Cohuborate Ltd or a Cohuba Trusted Partner;
2. Products that have been modified and/or used as component parts of other products by Cohuborate Ltd or otherwise;
3. Products used other than in accordance with the Cohuba product instructions or manufacturers' specifications;
4. Products deliberately or accidentally damaged, howsoever caused, including but not limited to misuse; abuse; loss or damage caused by fire, natural disasters, war, acts of violence or riots; the relocation of equipment; products in transit; power failures or fluctuations in power supplies; extreme environment (including extreme temperature or humidity); extreme physical or electrical stress or interference; substandard installation or repair completed by any installer or third party provider; the deliberate defacement of products by etching / writing including, but not limited to post code, name, or other identifier on the product; or failures occurring as a result of incorrect removal / replacement and re-installation of products;
5. Products deliberately or accidentally damaged due to a cleaning regime not in accordance with the cleaning and maintenance;
6. For items such as brackets and fittings which may be included in the Cohuba packaging and which may be utilised for the affixing of a warrantied product;
7. For products damaged as a result of their use with third party products or applications; or;
8. For those products where the serial number has been removed or defaced, as this prevents warranty and ownership identification;

9. Product servicing or repairs not authorised by Cohuborate Ltd or its Service Provider.

## B. Misrepresentation of Warranty Terms:

Cohuborate Ltd will not be held liable for any instances where the Seller has misrepresented the terms or levels of service of any warranty provided by Cohuborate Ltd. The customer is responsible for understanding the relevant Cohuborate Ltd Terms and Conditions that apply to all warranties, prior to purchasing the product. Cohuborate Ltd will not service any warranty claims or service levels offered independently by other parties.

## C. Failures not covered by the Cohuba UK Mainland Warranty:

1. Installation, set-up or configuration of the Product including any connection to any WAN or LAN networks;
2. Third party hardware and or software;
3. Third party external cabling or devices;
4. Servicing not authorised by Cohuborate Ltd

## D. Miscellaneous

1. Replacement product will be of equal calibre to the original product or better, but they are not required to be new. They may be fully functional refurbished / repaired products.
2. Cohuborate Ltd reserves the right to charge for any services it delivers in servicing a claim which contravene any of these Cohuba UK Mainland Warranty Terms & Conditions. The customer will be notified at the time of the service being booked / ordered if a charge is likely to apply. If at a later date Cohuborate Ltd establishes that it has serviced a claim which in actuality was in contravention of the applicable Cohuba UK Mainland Warranty Terms & Conditions, including no fault being found, Cohuborate Ltd reserves the right to invoice the customer for parts, products, labour and other expenses incurred in servicing the claim. In addition to the remedies which Cohuborate Ltd may have as a matter of law, failure to pay the invoice could lead to Cohuborate Ltd refusing to service any future claims from the customer until such time as the invoice is paid.
3. Cohuborate Ltd reserves the right to request photographic evidence of the defective product and or of the site where the defective product is located before service commences.
4. Dead on Arrival (DOA) Provision for Customers
  - i. A product qualifies as a DOA if it fails at first use within 5 working days of installation. If the product is then identified as non-functional, through a diagnostics process completed by the customer and Cohuborate's Service Agents, then Cohuborate will replace the defective product.
  - ii. If the first use and failure of the product occurs more than 30 days from purchase of the product, the customer shall be entitled to service support for that product in accordance with the Cohuba UK Mainland Warranty Terms and Conditions. The customer should contact the Cohuba Service Team at [support@cohuba.com](mailto:support@cohuba.com) who will arrange for you to have access to your unique personal account in our online Service Portal where you can track and manage your equipment fault. A copy of the Cohuba User Manual providing user instructions is available on our website at <http://www.cohuba.com>
  - iii. Products provided as promotional activity, at Cohuborate's sole discretion, will receive the Cohuborate Warranty starting from the date of delivery.

The Customer is responsible for:

1. Providing full and proper details of any fault to the Cohuba Service Support Team via the online Service Support Portal and co-operating with the service support team through the diagnostic process. If the customer fails to follow the Cohuba Service Support Team diagnostics process, Cohuborate Ltd reserves the right to invoice the customer for the call-out charge, and / or parts supplied under the original call / claim as well as any other incidentals accrued in the provision of the part.
2. Removal of any data from the defective product, as Cohuborate Ltd will not be held responsible for restoring or securing any data.

3. Removal of any non-Cohuborate hardware and cabling, including but not limited to USB memory sticks and OPS (Open Pluggable Specification) devices.

## E. Legal Terms: Statutory Rights and Restrictions

Except as set forth in these Cohuba UK Mainland Warranty Terms and Conditions and to the maximum extent permitted by law, Cohuborate Ltd specifically disclaims all and any express or implied warranties, including without limitation, warranties of merchant ability and fitness for a particular purpose and warranties against hidden or latent defects. In so far as Cohuborate Ltd cannot lawfully disclaim or exclude implied warranties under applicable law then to the extent possible any claims under such implied warranties will end on the expiration of the applicable warranty term.

These warranties give you specific legal rights, and you may also have other rights that vary from country, province or state. These limited warranties are governed by and construed under the laws of England.

## F. Entire Agreement:

This document and any document referenced herein sets out the entire agreement relating to the terms and conditions of the Cohuborate Warranties and supersedes any prior agreements, arrangements or representations regarding the product including any representations made in Cohuba sales literature or advice given to you by Cohuborate Ltd or any employee of Cohuborate Ltd or any reseller, business partner, partner or distributor of Cohuborate Ltd. No reseller, business partner, partner or distributor of Cohuborate Ltd is authorised to make or agree any modification, extension, addition or variation to the terms and conditions of and of the Cohuba UK Mainland Warranty Terms and Conditions nor to offer any other remedy (including but not limited to the offer of a refund) for or on behalf of Cohuborate Ltd. No change may be made to these Warranty Terms and Conditions unless made in writing made by an authorised officer of Cohuborate Ltd.

## G. Severability:

If any provision of these Cohuba UK Mainland Warranty Terms and Conditions is held invalid, illegal or unenforceable by any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of these Terms and Conditions that is fundamental to the accomplishment of the purpose of these warranties is held to any extent to be invalid, the Customer and Cohuborate Ltd shall immediately commence good faith negotiations to remedy that invalidity.

## H. Limitation of Liability:

To the maximum extent permitted by law, Cohuborate Ltd is not responsible for direct, indirect, special, incidental, or consequential loss or damage howsoever arising as a result of a breach of any warranty or condition or term by Cohuborate, whether in tort, contract (including negligence), equity or any other legal theory whatsoever including but not limited to any loss of or damage to data, loss of goodwill, loss of business, loss of business opportunity, or loss of reputation.

## I. Governing Law

These terms and conditions are governed by the laws of the United Kingdom. Any disputes or differences arising out of these terms and conditions (or in relation to any Confirmed Order) shall be subject to the exclusive jurisdiction of the applicable courts located in the United Kingdom.