

**Canon South Africa (Proprietary) Limited, registration number 1999/021667/07 ("Canon")**  
**Standard Warranty Terms and Conditions**  
(Applicable only in the Republic of South Africa)

**1. Warranty**

Canon warrants this Product to be:

- 1.1 reasonably suitable for the purpose for which it is generally intended;
- 1.2 of good quality, in good working order and free of defects;
- 1.3 usable and durable for a reasonable period of time; and
- 1.4 compliant with any applicable standards set under the Standards Act, 29 of 1993, or other public regulation,

during the warranty period.

**2. Warranty period**

- 2.1 The warranty period is one year, except for:
  - 2.1.1 Software and consumables, that is, batteries, bulbs, inks, toners, toner cartridges & ink cartridges with print heads encased, where the warranty period is 6 months;
  - 2.1.2 Photovideo Products, being digital SLR cameras, videocameras and digital still cameras, where the warranty period is 2 years, effective 01-01-2011;
  - 2.1.3 PIXMA, i-SENSYS and CanoScan LiDE, where the warranty period is 2 years, effective 01-09-2011; and
  - 2.1.4 Large format printers, where the warranty period is 2 years, except for the print head, where the warranty period is one year, or until the internal machine ink drop count reaches 10E12, whichever occurs first. 10E12 signifies approximately 1 trillion ink drops passing through the print head for the application media. The ink drop count will be read by Canon upon return of the print head to Canon.
- 2.2 The warranty period commences on the date of delivery of the Product.

**3. Your rights under the warranty**

- 3.1 In the event that the Product does not comply with the warranty:
  - 3.1.1 within a period of 6 months from date of delivery, you may return the Product, without penalty and at Canon's risk and expense, and choose whether Canon repairs or replaces the Product, or refunds you the price paid for the Product, provided that you provide Canon with reasonable proof of purchase; or
  - 3.1.2 if the warranty period is longer than 6 months, for the period of the warranty which exceeds 6 months, Canon will choose whether to repair or replace the Product, provided that you provide Canon with your original receipt.
- 3.2 Unless the Product is a large format printer, in order to exercise your rights under the warranty, you must return the Product either to the place of purchase or to an authorised service centre.

3.3 Canon has the right to inspect the Product prior to effecting any repair, replacement and/or refund in terms of 3.1.

3.4 The repair, replacement or refund will be done within a reasonable time, at no cost to you.

### **3.5 if a repair service applies**

3.5.1 Canon will provide the repair service within the Republic of South Africa. In the case of large format printers, repairs will be performed on an on-site basis. If Canon chooses to repair the Product during the period of the warranty which exceeds 6 months, travel charges may apply if the site is more than 50km from an authorised service centre.

3.5.2 Ownership in all parts removed from the Product exchanged by Canon in performing the repair service shall return to Canon.

3.5.3 If Canon cannot repair your Product due to non-availability of spare parts, Canon will replace the Product with the same or similar type of Product.

3.5.4 Canon may appoint a sub-contractor to provide any repair service, and this warranty shall apply to any such sub-contractor subject to the necessary changes being made.

3.5.5 All parts supplied and installed during a repair service will either be new, equivalent to new or reconditioned.

### **3.6 if a replacement applies**

3.6.1 Ownership in all Products replaced by Canon shall return to Canon.

3.6.2 All Products replaced will be replaced with either new or equivalent to new Products.

## **4. Your obligations**

Prior to and during any repair service provided, you must take all reasonable precautions to safeguard your assets and property (including all software and data) and to minimise potential loss or disruption, including, where appropriate, taking full backups of all of your software and data and implementing virus checking controls.

## **5. Exclusions of liability**

***This clause 5 constitutes an assumption of risk, liability or both by you. It limits or excludes your rights and remedies against Canon, its employees and sub-contractors in the circumstances described below. This means that you will be financially responsible for your own losses in these instances.***

5.1 The warranties described in 1 will not apply if:

5.1.1 the Product is used, stored, altered, or handled contrary to Canon's instructions;

5.1.2 non-Canon approved consumables, such as ink, ink refills, paper, toner, toner refills and batteries not compatible with the Product are used, and the use of these non-Canon approved consumables will also immediately invalidate any warranty which may exist in respect of the print head or any other part of the Product related to the printing process, including print quality; fire, accident (whether due to your fault or otherwise), lightning (including power surges), natural disasters or burglary;

- 5.1.3 non-Canon modifications, other than in accordance with Canon's written instructions, are made;
- 5.1.4 fittings and accessories not approved by Canon in writing are attached;
- 5.1.5 the Product is repaired, modified or cleaned at a service centre not authorised by Canon; and/or
- 5.1.6 the Product is subjected to normal wear and tear.
- 5.2 Canon, its employees and subcontractors shall not, under any circumstances, be liable for:
  - 5.2.1 loss of income, profits or contracts;
  - 5.2.2 indirect or consequential loss or damage caused by the Product or using the Product;
  - 5.2.3 any data loss or damage arising from changes to your operating, or network operating, system as a result of providing the repair service; or
  - 5.2.4 film/tape or data losses.
- 5.3 The exclusions of liability in this 5 do not purport to exclude Canon's liability to you in instances of the gross negligence or wilful default of Canon or any person acting for or controlled by Canon, or where it would otherwise be:
  - 5.3.1 contrary to, or prohibited by, the Consumer Protection Act, 68 of 2008, for Canon to do so, or
  - 5.3.2 unlawful for Canon to attempt to do so.

## **6. General**

- 6.1 This warranty is offered (subject to these terms and conditions) in addition to, and does not affect, your statutory rights.
- 6.2 Canon may disclose your details and other personal information to other companies within the Canon group including any subsidiary company or sub-contractor of Canon for the purposes of performing our obligations hereunder.
- 6.3 Canon may disclose your details and other personal information to any subsidiary company, holding company or sub-contractor of Canon for the purpose of market research or direct marketing of other Canon products or services.
- 6.4 This contract constitutes the entire contract between the parties and no representation by any person, or variations or amendments or consensual cancellation to any of the terms or conditions hereof, including this clause, shall be valid and binding unless reduced to writing and signed by both parties.
- 6.5 These standard warranty terms and conditions shall be governed by the laws of the Republic of South Africa.