

Y3K Extended Warranty Terms and Conditions

1. Background

1.1 Definitions

The following words have the meanings given below:

'Contract' has the meaning set out in Clause 1.2.

'Mishap' means a sudden and unforeseen physical act resulting in mechanical or electrical breakdown.

'Product' means the item that has been purchased, and is also having the Extended Warranty purchased.

'Price' means the payment made by you to us in consideration for this Extended Warranty.

'Extended Warranty' means the Extended Warranty detailed in this document for the Product.

'We', 'Our' or 'Us' means Y3K Europe Limited, a company registered in England and Wales with company number 03924841 and its address at Unit 2, Valley Point, Beddington Farm Road, Croydon Surrey, CR0 4WP, United Kingdom.

'You' means the person who has purchased a Product and holds this Extended Warranty.

1.2 The Extended Warranty offer is available on telephone orders and for online orders placed via www.y3k.com. To purchase the Extended Warranty you must pay the applicable price at the time of purchase of the Product.

2. What is provided

2.1 We will bear the cost of repairs to the Product, including parts and labour charges following mechanical or electrical breakdown within the warranty and Extended Warranty time periods from the date of purchase. The length of the standard warranty and extended warranty are confirmed on both the order confirmation and invoice that will be sent to you. However, this Extended Warranty will be automatically cancelled if you submit a claim knowing it to be false, fraudulent or a misrepresentation.

2.2 We will always, subject to the full terms, conditions and exclusions of your Extended Warranty, repair the Product unless:

- a) we cannot obtain the spare parts to repair it; or
- b) we can replace it for less than the cost of the repair.

2.3 We will only replace the Product if we have agreed to do so before a repair is carried out. If the Product is replaced, the unexpired portion of the Extended Warranty will apply to the replacement Product.

2.4 If we do not repair the Product we will replace it with equipment of the same or similar specification.

2.5 We will not be responsible for any costs that you may incur while disposing of your original Product should the Product be replaced under this Extended Warranty.

2.6 For the avoidance of doubt, this Extended Warranty will not automatically terminate on you making a claim, but will remain in place for the full period set out Clause 2.1.

3. What is not provided

3.1 This Extended Warranty does not cover:

- a) Periodic maintenance and repair or parts replacement due to wear and tear;
- b) Consumables (components that are expected to require periodic replacement during the lifetime of a product such as non-rechargeable batteries, bulbs, SD Cards, etc.);
- c) Damage or defects caused by use, operation or treatment of the Product inconsistent with normal personal or domestic use; and
- d) Damage or changes to the Product as a result of:

- i. Misuse, including: treatment resulting in physical, cosmetic or surface damage or changes to the Product or damage to liquid crystal displays; failure to install or use the Product for its normal purpose or in accordance with our instructions on installation or use; failure to maintain the Product in accordance with our instructions on proper maintenance; installation or use of the Product in a manner inconsistent with the technical or safety laws or standards in the country where it is installed or used;
- ii. Repair or attempted repair by non-authorized persons;
- iii. Neglect; and
- iv. Mishap, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, other external forces and impacts.

4. Exclusions and limitations

Except as stated above, we exclude all warranties (express, implied, statutory or otherwise) regarding product quality, performance, accuracy, reliability, fitness for a particular purpose, or otherwise. If this exclusion is not permitted or not fully permitted by applicable law, we exclude or limit our warranties only to the maximum extent permitted by applicable law. Any warranty that cannot be fully excluded will be limited (as far as permitted by applicable law) to the duration of this Extended Warranty. Our only obligation under this Extended Warranty is to repair or replace the Product subject to these terms and conditions. We are not liable for any loss or damage relating to products, service, this Extended Warranty or otherwise, including - economic or intangible losses - the price paid for the Product – loss of profits, revenue, data, enjoyment or use of the Product or any associated products - indirect, incidental or consequential loss or damage. This applies whether that loss or damage relates to impaired or non-operation of the Product or associated products through defects or unavailability while with us which caused downtime, loss of user time or business interruption. This applies to loss and damages under any legal theory, including negligence and other torts, breach of contract, express or implied warranty, and strict liability (even where we have advised of the possibility of such damages). Where applicable law prohibits or limits these liability exclusions, we exclude or limit our liability only to the maximum extent permitted by applicable law. For example, some countries prohibit the exclusion or limitation of damages resulting from negligence, gross negligence, wilful misconduct, deceit and similar acts. Our liability under this Extended Warranty shall in no case exceed the price paid for the Product, but if applicable law permits only higher liability limitations, the higher limitations apply.

5. Statutory rights & other providers

This Extended Warranty is governed by English law. Consumers have legal (statutory) rights under applicable national laws relating to the sale of consumer products. This Extended Warranty does not affect statutory rights you may have, nor those rights that cannot be excluded or limited by law, nor rights against the person from whom you purchased the Product (including the right to claim for a refund, repair or replacement if your Product was not as described, not fit for purpose or not of satisfactory quality when sold to you). More information about your statutory rights may be found at www.consumerdirect.gov.uk or by contacting your local Citizens Advice Bureau or your local authority Trading Standards Department. You may assert any rights you have at your sole discretion. You should also be aware that extended warranties may be available from other providers, and that some household insurance policies may include cover for your Product.

6. Cancellation

You may cancel this Extended Warranty within 7 days after you purchased it by giving us written or oral notification using the contact details set out in Clause 11 below, provided that you have not made any claims under it within that time. This Extended Warranty will be automatically cancelled if you submit a claim knowing it to be false, fraudulent or a misrepresentation.

7. Rights of third parties

This Extended Warranty is for the benefit of you and anyone else we have agreed with your consent. No benefits will be given to anyone else.

8. Additional information

Your Extended Warranty is provided and administered by Y3K Europe Limited, a company registered in England and Wales with company number 03924841 and its address at Unit 2, Valley Point, Beddington Farm Road, Croydon Surrey, CR0 4WP, United Kingdom.

9. Data Service

9.1 Important Data Service Information: Your details will be held and used by us, and selected companies acting on our behalf, to administer your Extended Warranty. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. We may disclose your information to our service providers and agents for these purposes. For further information, please contact our Data Service Officer at: Y3K Europe Limited, a company registered in England and Wales with company number 03924841 and its address at Unit 2, Valley Point, Beddington Farm Road, Croydon Surrey, CR0 4WP, United Kingdom.

9.2 To help keep your details accurate we may use information we receive from our partners. You can ask us for a copy of your details and to correct any inaccuracies. To improve our service, we may monitor or record our communications with you.

10. Transferring your plan

You cannot transfer your Extended Warranty to a new owner of the Product. Your Extended Warranty cannot be transferred to any other equipment.

11. How to make a claim or contact us

You can make a claim or otherwise contact us:

- a) by telephone on 01483 397 000; or
- b) by email using at cs@y3k.com