



## **TERMS & CONDITIONS | REPAIR SERVICES**

### **SBE LTD | MYMOBILEREPAIR.CO.UK | MYDEVICE.REPAIR**

*Last updated: 9<sup>th</sup> December 2020*

#### **Article 1 - Purpose and scope**

The present Terms and Conditions of Service govern the relationship between SBE Ltd and customers who entrust a device to SBE Ltd for repair. Note that any Terms and Conditions printed on the front or back of invoices or quotations remain applicable. The repair of defective devices is usually performed at SBE's main UK repair facility in Ashford (Kent), but it may also be performed at any other repair centre location approved by the manufacturer, or directly at the customer's home (only for certain product lines).

#### **Article 2 - General terms**

2.1 – When a customer registers a device for repair with SBE (in person, through our call centre or on our website), a Repair Order is automatically created by our system to track the customer's device throughout the repair process. Customers should keep hold of their Repair Order number and any associated documents, as these may be required for order tracking purposes or in case of any queries or disputes.

2.2 – The device is expected to have been sent to the repair centre free of any accessories and removable components (charger, memory card, etc.), unless expressly stated on the Repair Order or any confirmation email we may have sent you, or as instructed by one of our customer service agents.

2.3 – The Repair Order specifies the make, model and serial number of the device, the fault(s) raised by the customer, any additional requests pertaining to the repair, and the list of accessories included (if any). Customers must verify the accuracy of the information present on the Repair Order and notify SBE immediately in case of any error or discrepancy. Claims about any missing accessories cannot be accepted unless they are listed in the Repair Order.

2.4 – Subject to availability and stated communication preferences, customers may be notified by email, text (SMS) or telephone at key stages of the repair – e.g. when the repair is in progress, when a repair quotation is issued, upon repair completion or when the device is ready for delivery or collection. The phone number and/or email address used for notifications are the ones specified by the customer when the repair was booked.

#### **Article 3 - Transportation**

3.1 – SBE reserves the right to refuse any parcels received at the repair centre showing signs of damage, deterioration or opening. In order to avoid any dispute, we recommend that you attach a packing list to your consignment and take some pictures before shipping. If no packing list is present, any claims about missing products or accessories cannot be accepted.

3.2 – After repair, the device will be returned to the customer at the return address specified on the Repair Order. SBE cannot accept any requests to send the device back to a different address.

3.3 – Customers are advised to check the parcel and its contents upon arrival. Goods shipped by SBE are not insured by default. Transportation insurance can be added at the customer's request. There will usually be a charge arising from adding insurance cover, and this is payable by the customer.

3.4 – In case of a failed delivery due to customer's absence, the device will be made available at the local delivery office or nearest pick-up point and will be held for up to 15 working days. If the item is not collected within that period, it will be returned to SBE. Further delivery back to the customer will be subject to the payment of a fee to cover additional transport costs.

3.5 – If the device remains unclaimed for 180 calendar days after returning to SBE following the absence of the consignee, the device will be securely disposed of or recycled.

#### **Article 4 - Conditions of service for In-Warranty devices**

4.1 – In accordance with the manufacturer's Terms and Conditions, the device warranty applies to customers who require repairs as a result of an issue affecting the device's operation. The warranty does not cover failures due to accidental damage, misuse or negligence, and becomes void in the event of any modifications or repairs performed by unauthorised personnel. In any case, the warranty provided shall not give rise to any kind of damages.

4.2 – Typical warranty exclusion cases - the manufacturer's warranty does not apply when:

- Original parts or accessories provided by the manufacturer have been replaced by non-original or non-genuine parts or accessories, or parts from another origin.
- The device has been altered or modified in any way.
- Trademarks or serial numbers (including IMEI) have been removed or altered.
- The device has been used in an abnormal or abusive manner and in particular when it has been used on a voltage which does not comply with the device's electrical equipment specifications.
- The network to which the device is connected is subject to a disruption or no longer provides a valid service.
- Repairs have been performed by unauthorised personnel.
- Damage has arisen from a cause unrelated to the device (e.g. fire, shock, lightning, flooding, humidity, electric surge, ...) which is usually subject to the customer's own insurance.

4.3 – The technical specifications of the device (functionality, limitations, standards of operation, etc.) are the ones specified by the manufacturer at the time of sale; any changes to these specifications do not result in an obligation for SBE to transform the device accordingly. For full details about the device's warranty, please refer to the manufacturer's warranty terms and conditions.

4.4 – In order to be entitled to the warranty, the device must be provided to the repair centre together with its IMEI or serial number and a copy of the original invoice or proof of purchase clearly showing the date of purchase (or warranty extension, if applicable). If these requirements are not met, repairs may be chargeable to the customer. In the event that the proof of warranty is submitted by the customer after the device has been received by the repair centre, an administration fee may be charged.

#### **Article 5 - Conditions of service for Out-of-Warranty devices**

5.1 – Upon receipt of a device which is out of warranty, SBE will raise a chargeable repair quote. The quote will provide the customer with a detailed estimation of the repair costs. If the customer does not want to proceed with the repair and requires the device to be sent back unrepaired, SBE will charge a handling fee to cover admin, diagnostics and logistical costs. The handling fee does not need to be paid if the customer goes ahead with the repair as quoted.

5.2 – In the event the customer's device cannot be repaired (e.g. unrepairable or beyond economical repair), payment of the handling fee is still required, unless the customer wants the device to be disposed of by SBE – in this case the handling fee will be waived.

5.3 – Devices that will be deemed Out-of-Warranty include:

- Any device supplied without Proof of Purchase (POP) or supplied with a POP which does not comply with the manufacturer's specifications;
- Any device for which SBE does not hold appropriate manufacturer accreditation for warranty repairs;
- Any device damaged due to negligence, abuse, contamination by liquid or foreign bodies, or non-compliance with the manufacturer's recommendations;
- Any device repaired by unauthorised personnel or a repair centre not approved by the manufacturer;

- And more generally, any repairs not covered by the manufacturer's limited warranty (see typical warranty exclusion cases in clause 4.2).

5.4 – Unless stated otherwise, quotations are valid for 30 days. In the absence of a response from the customer within 30 days, a reminder letter or email will be sent to the customer. In the absence of any response to this letter or email within 90 calendar days, the product will be disposed of or recycled by SBE.

5.5 – The customer has three options upon receipt of the repair quote from SBE. The customer can either:

- a) accept the quote to get the device repaired – in this case, full payment is required before work commences; in respect of bulk customers, invoices must be paid within the agreed timeframe;
- b) decline the quote and pay the minimum handling fee (the device will be returned unrepaired to the customer);
- c) decline the quote and abandon the device (the device will be disposed of or recycled by SBE).

5.6 – SBE reserves the right to revise the quote during repairs, for example if, upon opening the device, the technician discovers that the fault is different to the fault initially diagnosed, or if more parts are required than originally quoted. Quotes may be revised upwards or downwards. If the cost of repair is higher than initially quoted, the customer will be informed and asked to accept or decline the new quote value. If the customer declines the new quote, any payments already made to SBE will be reimbursed deducting the amount of the minimum handling fee, and the device shall be returned unrepaired. If the cost of repair is lower than initially quoted, the customer will be reimbursed the difference.

5.7 – Due to the nature of repairs, devices need to be opened to be diagnosed. If the device cannot be repaired due to the nature of the fault (e.g. liquid ingress), the device may be returned in a cosmetically or functionally worse state than received when reassembled due to pre-existing damage compromising the structural or functional integrity of the device. This can be particularly true where handsets are of a sealed construction.

## **Article 6 - Limited warranty**

SBE performs all repairs using state of the art equipment and best industry practices. However, in the event where SBE is proven liable, regardless of the damages suffered, compensation cannot exceed the market value of the device.

All of SBE's repairs carry a contractual 90-day repairer warranty from the date of dispatch. This warranty covers all parts, labour and return logistics in case of a second repair for the same issue (same fault and same cause, not including product abuse or misuse). Note that this warranty cannot apply if the warranty seal has been damaged (where applicable). Any other fault occurring during this period is not covered by the repairer's warranty.

The repairer's warranty can only be exercised if the device is returned to SBE's own repair facility. A copy of the invoice and delivery note pertaining to the previous repair must be sent together with the device. The customer must state the exact reason(s) for the second repair and comply with the following:

- The device is sent back to the repair centre at customer's cost;
- The device must be carefully protected and packaged in a box for transportation;
- The device must not have suffered any transformation, damage or attempted repairs since the previous repair by SBE.

## **Article 7 - User precautions**

7.1 – SBE shall not be liable for any loss of personal data present on the customer's device or any removable media. The customer must perform a full backup of their personal data before sending the device for repair.

7.2 – Before sending the device for repair, the customer must specify in the Repair Order if any hardware options are present in the device configuration (e.g. additional memory, etc.). In case of any dispute arising from a missing hardware option, only the Repair Order will be considered binding.

7.3 – In order to comply with software piracy laws, the customer hereby certifies that they are in possession of a valid license for any software present on the device. SBE shall not, under any circumstances, be held responsible for any loss of software or applications installed on the device before it was sent for repair.

7.4 – All devices sent to SBE for repair are flashed using the latest approved software, as per manufacturers' instructions. During this process, all customer data shall be deleted from the device. It is not possible to recover data after software flashing.

7.5 - Customers must not send in any SIM cards or memory cards with their device. SBE shall not, under any circumstances, be liable for the loss of these items. Note that, in the event SBE receives a SIM card or memory card with a device for repair, these items shall be destroyed upon receipt to prevent any data breach resulting from the leakage of personal data.

#### **Article 8 - Protection of personal data**

The personal data collected by SBE from the customer is used for registering and processing the Repair Order and for the management of any subsequent contractual obligations (such as warranties). SBE has processes and procedures in place to ensure that the processing of customers' personal data complies with data protection laws and in particular with the UK GDPR, Data Protection Act 2018 and Regulation (EU) 2016/679 (EU GDPR).

SBE aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your personal data. If you wish to be informed of what personal data we hold about you and/or if you want it to be removed from our systems, please write to: SBE Ltd, Data Protection Officer, Unit A1/A2, Beaver Business Park, Ashford, Kent TN23 7SH, including a copy of your ID and/or a reference number allowing us to identify you. To learn more about how we process and protect your data, please read our Privacy Policy available from our website at <https://uk.sbeglobalservice.com/privacy>.

#### **Article 9 – Force majeure**

The following circumstances are considered “force majeure” and exempt SBE from any responsibility: war, strike, epidemic, accident, inclement weather, shortage of raw materials, fire, flood and more generally events leading to the total or partial shutdown of our workshops or those of our suppliers.

#### **Article 10 – Complaints**

For any queries or questions regarding their repairs, customers can contact SBE's customer service department either by email ([customer.service@sbe-ltd.co.uk](mailto:customer.service@sbe-ltd.co.uk)) or by telephone (01233 619 320). In case they are not satisfied with the answers provided by the customer service team, customers can then ask for their case to be examined by a member of the management team. In order to do that, customers are requested to email [complaints@sbe-ltd.co.uk](mailto:complaints@sbe-ltd.co.uk) quoting their repair reference number and attaching any previous correspondence. Customers can also write to: SBE Ltd, Customer Complaints Officer, Unit A1/A2, Beaver Business Park, Ashford, Kent TN23 7SH.

#### **Article 11 – Applicable law and jurisdiction**

The present Terms and Conditions of Service and the contractual relationship between SBE and the customer are governed by the laws of England and Wales. In the event of a dispute between the parties, the parties shall be informed of the possibility of mediation or any other alternative means of dispute settlement. In the absence of a friendly settlement, the dispute will be dealt with by the competent courts in accordance with English law.

*v1.3 - Last updated: 9/12/2020*