

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

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, except for projector lamps, where the warranty period is 1 000 hours of usage. The usage will be read by Canon upon return of the projector to Canon (the lamp only will not suffice for the purposes of determining its usage);
- 2.1.2 Digital SLR Cameras, Mirrorless, Professional Video Cameras and lenses where the warranty period is 2 years,
- 2.1.3 Projectors and Binoculars, where the warranty period is 2 years.
- 2.1.4 Canon PIXMA G Series where warranty is 1 year or 30 000 prints/copies, whichever comes first

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 7 days from date of delivery, you may return the Product, without penalty, 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 7 days, for the period of the warranty which exceeds 7 days, Canon will choose whether to repair or replace the Product, provided that you provide Canon with your original receipt.
- 3.2 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 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.
 - 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 minimize 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 point 5 does not purport to exclude Canon's liability to you in instances of the gross negligence or willful default of Canon or any person acting for or controlled by Canon, or where it would otherwise be:
 - 5.3.1 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 its 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.