

CONSUMER LAW

The Create Pro One-Year Return to Base Warranty provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods.

As such, the Create Pro One-Year Return to Base Warranty benefits are in addition to, and not instead of, rights provided by consumer law.

If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in:

for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003);

for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.

Consumers have the right to choose whether to claim service under the Create Pro One-Year Return to Base Warranty or under their consumer law rights.

Important: The Create Pro One-Year Return to Base Warranty terms and conditions shall not apply to consumer law claims.

For further information about consumer law, please contact your local consumer organisation.

WHAT IS COVERED BY THIS WARRANTY?

Create Pro (Macrefresh Ltd.) of Unit 3, Riverside Industrial Estate, Ipswich, IP2 8JX, warrants the Create Pro product and accessories contained in the original packaging against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("**Warranty Period**"). You will be able to receive the remedies available under the Create Pro One-Year Return to Base Warranty for your Create Pro product via our Ipswich or London offices. In the event of any defect in materials and workmanship, you will be able to direct your claims to Create Pro.

Please note: All claims made under the Create Pro One-Year Return to Base Warranty will be governed by the terms set out in this warranty document.

In addition, Create Pro will provide you with access to telephone technical support for the entire duration of your warranty.

WHAT IS NOT COVERED BY THIS WARRANTY?

Please refer to the licensing agreement accompanying the software for details of your rights with respect to the use of software.

When contacting Create Pro via telephone, call charges may apply depending on your location. Please contact your network operator for details.

This warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Create Pro Product outside the technical specifications; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Create Pro; (g) to a Create Pro system product that has been modified to alter functionality or capability without the permission of Create Pro; (h) to defects caused by normal wear and tear or otherwise due to the normal ageing of the Create Pro Product; or (i) if any serial number has been removed or defaced from the Create Pro Product, or (j) if the product is stolen or Create Pro reasonably believes that the product is stolen based on information provided by law enforcement authorities.

YOUR RESPONSIBILITIES

IF YOUR CREATE PRO PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON YOUR CREATE PRO PRODUCT'S STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before submitting your Create Pro Product for warranty service you should make separate backup copy of the contents of its storage media, remove all personal information and disable all security passwords. The contents of your Create Pro Product's storage media may be erased, replaced and / or reformatted in the course of service.

Important: Do not open the Create Pro Product unless it is in the way how it is designed to be opened. Opening the Create Pro Product may cause damage that is not covered by this warranty.

WHAT WILL CREATE PRO DO IN THE EVENT OF A WARRANTY CLAIM?

If you submit a valid claim under this warranty, Create Pro will, at its option:

(i) repair the Create Pro Product using new or previously used parts that are equivalent to new in performance and reliability, or

(ii) replace the Create Pro Product with a product that is at least functionally equivalent to the Create Pro Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or

(iii) refund your purchase price in exchange for the return of your Create Pro Product.

When a product or part is replaced or a refund provided, any replacement item becomes

your property and the replaced or refunded item becomes Create Pro's property.

A replacement part or product or a repaired Create Pro Product assumes the remaining warranty of the original Create Pro Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

HOW TO OBTAIN WARRANTY SERVICE?

Before receiving warranty service, Create Pro or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Create Pro's procedures for obtaining warranty service, such as following instructions for packing and shipping Create Pro Products when receiving service.

WARRANTY SERVICE OPTIONS

Create Pro will at its option depending on the individual circumstances, in particular the type of Create Pro Product, provide warranty service through one or more of the following options:

(I) Return To Base: It is the responsibility of the purchaser to arrange delivery of your system to Create Pro, as well as re-delivery of your system to your address after repairs have been carried out. Create Pro will not cover the cost of delivery.

(II) Do-it-yourself ("DIY") service: Under DIY service Create Pro will provide you with a replacement product or easily replaceable parts or accessories of a product, such as a mouse or keyboard, which can be replaced without using any tools. Note: Create Pro is not responsible for any labour costs you incur relating to DIY service. Should you require further assistance with the replacement, contact Create Pro at the telephone number listed below. If Create Pro elects to provide service through DIY service, the following process will apply:

(a) Service where Create Pro requires return of the replaced product, part or accessory. Create Pro will ship a replacement product, part or accessory to you with instructions for replacement, if applicable, and any requirements for the return of the replaced product or part.

(b) Service where Create Pro does not require return of the replaced product, part or accessory: Create Pro will ship you free of charge a replacement product, part or accessory accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product, part or accessory.

LIMITATION OF LIABILITY

A) Entire agreement:

Other than the consumer law rights to which you are entitled as set out at the beginning of this document, all warranties, conditions and other terms not set out in this warranty document are excluded from the Create Pro One-Year Return to Base Warranty. As a result, Create Pro does not make any other promises, conditions or warranties about the service other than set out in this warranty document.

B) Disclaimer in relation to data:

Create Pro does not warrant, represent or undertake that it will be able to repair or replace any Create Pro Product under this warranty without risk to and / or loss of information and / or data stored on the Create Pro Product.

C) Limitation of liability:

In no event shall Create Pro be liable for

1. Any losses that were not caused by our breach of this warranty document;
2. Any loss or damage that was not, at the time of your purchase of the product, a reasonably foreseeable consequence of Create Pro breaching this warranty document; or
3. Losses relating to any business of yours, loss of profits, loss of data or loss of opportunity.

The provisions of this warranty document shall not apply to (i) death or personal injury; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any other liability that cannot be limited or excluded as a matter of law.

PRIVACY

Create Pro will maintain and use customer information in accordance with the Create Pro Customer Privacy Policy available at create.pro/legal.

**Create Pro,
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020 3770 9660