

## Zuma Guarantee

Version 1.0 – June 2021

Applies UK Only

### 1. Introduction

- 1.1. **Who is providing the Guarantee.** This limited Guarantee (the “**Guarantee**”) is a commercial guarantee provided by Zuma Array Limited of 5 Garden Walk, London, United Kingdom EC2A 3EQ, (“**Zuma**”, “**us**”, “**we**”), for each Product sold via the website <https://zuma.ai/> (the “**Website**”) to our consumers (“**Customers**”) and for each product sold to our trade and wholesale customers (“**Trade Customers**”).
- 1.2. **This Guarantee is in addition to, and not instead of, your rights provided by consumer law.** You have the right to choose whether to exercise your rights under this Guarantee or in accordance with the rights provided to you as a consumer under statute.
- 1.3. Where defined terms are used in the Guarantee they have the same meaning as in our terms of sale, unless alternative meanings are set out in this document.

### 2. What is covered by the Guarantee

- 2.1. We provide a three-year Guarantee on all Products sold directly by us to UK Consumers and a three-year Guarantee to UK Trade Customers. The Guarantee applies where Products fail to function, or malfunction in a way that materially impacts their utility.

#### Consumer Guarantee

- 2.2. Zuma hereby warrants that the Product, for a period of three (3) years from the date of original purchase from Zuma via the Website, is without defects in materials and workmanship, provided that the Product is only used in accordance with published guidelines from Zuma, including the Product’s user manuals, install guide, product guide, end user licence, technical specifications, and any other instructions provided for use (“**Published Guidelines**”), and subject to the limitations set forth in this Guarantee document. The Consumer may only pass the benefit of this Guarantee to a person receiving the Product as a gift, and only where the Product is provided to its new owner unused. No other transfer or extension of this Guarantee is permitted.

#### Trade Customer Guarantee

- 2.3. Zuma hereby warrants that the Product, for a period of three (3) years from the date of resale by the Trade Customer, is without defects in materials and workmanship, provided that the Product is only used in accordance with Published Guidelines from Zuma and subject to the limitations set forth in this Guarantee document. The Trade Customer may pass the benefit of this three (3) year Guarantee to its resale customers.

### **3. What is not covered by this Guarantee**

#### 3.1. This Guarantee does not apply to:

- a. products that were bought through other channels than the Website;
- b. problems that occur more than three (3) years after the date of original purchase of the product from Zuma via the Website;
- c. cosmetic damage, including but not limited to scratches, dents and broken plastic;
- d. damage caused by external causes, including but not limited to accident, abuse, misuse, liquid contact, fire;
- e. damage caused by operating or use of the Product other than in accordance with the Published Guidelines for the Product. In particular, you may not open or disassemble the Product in any other way than as explicitly described in the Product's user manual;
- f. a Product that has been modified;
- g. defects caused by normal wear and tear or otherwise due to the normal aging; or
- h. a Product that is stolen or lost.

3.2. Only Zuma or an authorised repair technician appointed or approved by Zuma may perform repair or maintenance services on the Product. This Guarantee will be void if repair or maintenance of the Product has been made or attempted otherwise than in accordance with this clause 3.2.

3.3. The Guarantee does not apply to any hardware products other than the Product. For software, if any, please refer to the relevant licensing agreements for details of your rights and obligations with respect to the use of software.

### **4. How to claim under this Guarantee**

4.1. If your Product becomes defective within the term of this Guarantee, please contact [help@zuma.ai](mailto:help@zuma.ai) setting out details of the problem.

4.2. Before we accept your claim under this Guarantee we may ask you to provide proof of purchase, provide further information about the potential issues with your Product, and to follow any procedures and instructions for obtaining service under this Guarantee. We may also ask you to carry out certain diagnostic or repair operations on your Product yourself.

### **5. What happens when you claim under this Guarantee.**

5.1. If you submit a valid claim under this Guarantee Zuma will, at its option:

- a. repair your Product using new and/or previously used parts that are equivalent to new in performance and reliability;
  - b. replace your Product with a product that is at least functionally equivalent to the Product you purchased and is formed from new and/or previously used parts that are equivalent to new in performance and reliability; or
  - c. provide a partial or full refund of the original purchase price in exchange for the return of your Product.
- 5.2. We will bear the cost of any transportation of for repairs and any replacement item which we send to you, we may ask you to cover the costs of returning defective Products to us for inspection or repair.
- 5.3. When a Product or part of the Product is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Zuma's property. A repaired or replaced Product either substitutes the original Product in relation to the remaining Guarantee or provides you a warranty during ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.
- 5.4. After we have repaired or replaced your Product, we will return your Product (or a replacement product) to you with its original configuration and subject to applicable updates.
- 5.5. If you are not the owner of the Product you must obtain authorization from the owner before making requesting service under this Guarantee.
- 6. No other warranty provided**
- 6.1. Other than the mandatory consumer law rights to which you are entitled, and the specific terms set out in this Guarantee, any further warranties, conditions or other terms not set out in this Guarantee are excluded from the Guarantee. As a result, this Guarantee is your exclusive guarantee and replaces all other warranties, guarantees or conditions, express or implied, including, but not limited to, any implied warranties or conditions of merchantability or fitness for a particular purpose.
- 7. Our responsibility for loss or damage suffered by you**
- 7.1. Our responsibility for loss or damage suffered by you is as set out in our Terms of Sale, as updated from time to time.