

SAMSUNG S-CARE SERVICE PLAN TERMS AND CONDITIONS FOR AN EXTENDED WARRANTY SCHEME

1. Recitals

This Service Plan is an extension of Your initial manufacturer’s limited warranty scheme (“Warranty”), and provides the same benefits that You have under Your initial Warranty, for an extended period of 24 (twenty) four months). The same events covered by Your Warranty are therefore covered under this Service Plan. Benefits excluded from the Warranty (to the extent permitted by applicable law) will not be covered under this Service Plan.

This Service Plan is only applicable to Products purchased as from 25 July 2025.

“You/Your” means the owner of the Product under this Service Plan. You have to be 18 years and older to take up this Service Plan.

2. Service Plan

This Service Plan governs the Warranty repair services (“**Services**”) provided to You by Samsung Electronics South Africa (Pty) Ltd (“**Samsung**”) in relation to Your Samsung television product (“**Product**”) purchased from Samsung or its nominated points of sale offering the Service Plan and listed on Your confirmation document (“**Plan Confirmation**”). The Service Plan benefit is valid in South Africa only and in respect of Products with SKU numbers XXA only.

3. Your Plan Confirmation will be sent to You via the email address which You registered on Samsung’s online store (“**Samsung.com**”). The terms of this Service Plan, the original proof of purchase for Your Product and the Plan Confirmation are each part of Your Service Plan (“**Service Plan**”). A separate Service Plan must be purchased for each Product.

4. Plan Term

The Service Plan will endure for a maximum period of 24 (twenty-four) months (“**Plan Term**”):

Plan Term
24 months from the first day immediately after Your Warranty expires

The Service Plan will terminate in the following instances, whichever is the earlier date:

- upon the expiration of the Plan Term (which expiration or end date will be confirmed on the Plan Confirmation); or
- until cancelled by either You or Samsung in terms hereof.

5. When the Service Plan Commences and Ends

Once You have purchased Your Service Plan, it will commence and take effect on the date of purchase stated in Your Plan Confirmation (“**Commencement Date**”).

6. What is covered?

This Service Plan is the Manufacturer's Warranty but for an extended period of time as more fully provided for in the table above in clause 4. The terms of Your initial Warranty can be found by following this link: <https://www.samsung.com/za/support/warranty/>.

This Service Plan will not cover anything that is not covered under Your initial Warranty. Anything not covered under Your initial Warranty will therefore be at Your expense. See "Warranty Exclusion" and "What is not covered?" in the above link for more information.

7. Service Plan Fee

The Service Plan Fee will be a once off fee paid upfront by You as reflected in Your Plan Confirmation and/or the email You received confirming Your purchase of the Service Plan.

8. Which products are **not** covered

- Services provided under the Service Plan are restricted to Products purchased from Samsung or any of its authorized sales distributors.
- Products purchased second hand and/or from countries outside of South African borders, or Products with SKU numbers other than XXA (being non-counterfeit Products purchased locally or imported from another country outside of South Africa), are not eligible for the Services.
- Products which have been switched on, or purchased before 25 July 2025 are not covered under the Service Plan.

9. Service Plan Exclusions:

- **This Service Plan will not cover anything that is not covered under Your initial Warranty. Anything not covered under Your initial Warranty will therefore be at Your expense. For more information on "Warranty Exclusion" and "What is not covered?" please visit this link: <https://www.samsung.com/za/support/warranty/>**
- **The Service Plan does not include or make any provision for a loan product whilst the Product is being assessed or repaired.**
- **The Service Plan does not apply to a Product with a serial number that has been altered, defaced or removed, or a Product that has been modified to alter its functionality or capability without the prior written permission of Samsung.**
- **The Service Plan does not apply to a Product that has been reported lost or stolen. Any claim for repair under this Service Plan is subject to an internal validity assessment at an authorised Samsung service centre, the outcome of which will be final and binding.**
- **The Service Plan does not cover any Product accessories.**
- **No exchange or return of Your Product will be allowed under the Service Plan.**

10. Limitation of Samsung's liability

This Service Plan is your sole and exclusive remedy against Samsung, and Samsung's sole and exclusive liability in respect of Product defects not excluded under Your initial Warranty (For more information on "Warranty Exclusion" and "What is not covered?" please visit this link: <https://www.samsung.com/za/support/warranty/>). This Service Plan replaces all other Samsung warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

To the extent permitted by applicable laws -

- **Samsung does not assume any liability for loss and/or corruption of, or damage to data, loss of profit, loss of use of Your Product or its functionality, loss of business, loss of contracts, loss of revenues and/or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage;**
- **Samsung is not responsible and accepts no liability or responsibility occasioned by any event or circumstance not foreseeable and/or not within its reasonable control and/or for a delay in rendering the Services (including repairs) owing to, but not limited to, parts unavailability, strike, lock out, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God, epidemic or pandemics.**
- **Samsung's liability shall be limited 1) to the purchase value of Your Service Plan, or 2) in the case of uneconomical repair of Your Product as determined by Samsung, to the depreciated value of Your Product as at the date of Your claim. Uneconomical repair and depreciated value will be determined by an internal validity assessment conducted by Samsung, the outcome of which will be final and binding. The above limitations shall not apply in case of gross negligence or intentional misconduct of Samsung, or in case of death or personal injury resulting from Samsung's proven negligence.**

11. How to obtain Your Service

- To obtain Your Service, You can contact the Samsung Customer Care on (0860 726 7864) and/or deliver the Product to a Samsung authorized service centre (to find the nearest Samsung authorised service centre You may follow this link: <https://www.samsung.com/za/support/service-centre/>). You need to keep Your Plan Confirmation and the original proof of purchase for Your Product, as such documentation will be required if there is any question as to Your eligibility for the Services.

12. Your Responsibilities

To receive the Services under the Service Plan, You agree to comply with each of the terms listed below:

- You will provide Your Plan Confirmation, a copy of Your Product's original proof of purchase, and a copy of Your ID to an authorised Samsung service centre.

- You will provide information about the damage event involving the Product.
- You will respond to all requests for information, including but not limited to providing the Product's serial number and model.

In order to keep this Service Plan in force during the Plan Term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. It is Your responsibility to protect the Product from further damage and comply with the owner's manual included in the box of Your Product.

You must notify Samsung in writing if Your physical address changes by sending an email to: zaservice@samsung.com.

13. Ineligible for the Services

This Service Plan does not provide any Services for Products that are purchased for the purposes of reselling and/or held in inventory and/or held as stock in trade. Save for the aforementioned instances, this Service Plan is only available for new Products under Warranty.

14. Cancellation of Your Service Plan

Cancellation by You:

- You may cancel this Service Plan at any time during the Plan Term for any reason by giving Samsung 20 (twenty) business days' notice in writing of Your intention to do so via this email address: zaservice@samsung.com. The date of cancellation of Your Service Plan will be the date upon receipt of your cancellation notice ("**Date of Cancellation**"). You must attach a copy of the Service Plan's original proof of purchase along with Your notice of cancellation. Unless applicable laws provide otherwise, You will receive a pro rata refund of the original Service Plan Fee You paid for Your Service Plan. Samsung will be entitled to deduct a reasonable cancellation penalty from Your Service Plan Fee You originally paid based on 1) the percentage of the unexpired Plan Term of Your Service Plan at the time of Your cancellation calculated from the Service Plan's Commencement Date and 2) the value of any Services already provided to You under the Service Plan as at the Date of Cancellation.
- All refunds to you will be made within 20 (twenty) business days from the date of cancellation.

Cancellation by Samsung:

- Samsung may cancel the Service Plan after giving 20 (twenty) business days' written notice to You of a material failure by You to comply with the Service Plan. Samsung may further cancel this Service Plan in the event of fraud or material misrepresentation on 20 (twenty) business days' notice to You.

15. Further Service Plan

- Samsung is not obligated to renew this Service Plan for a further period after expiry of the Plan Term.
- If Samsung does offer to provide a further Service Plan, it will be in Samsung's discretion, and Samsung will determine the price, period and the terms governing such further Service Plan.
- **In the event that Samsung elects to offer to provide a further Service Plan, Samsung will give You at least forty (40) business days' written notice prior to the end of the Plan Term, which notice will set out the new terms applicable to the further Service Plan.**

16. Transfer

The Service Plan may not be changed or transferred to any other product and will only apply to the Product linked to serial number in Your Plan Confirmation.

The Service Plan may not be changed or transferred to any other person and will only apply to the person whose name appears in the Plan Confirmation. In the event that You sell or dispose of Your Product, the Service Plan may not be transferred to the new owner of the Product, and it will be Your responsibility to cancel the Service Plan in terms of clause 14 above.

17. Exchange, Replace or Return

No exchange, replacement or return of Your Product will be allowed under this Service Plan.

Exchange / Replace:

In the event that Samsung exchanges or replaces Your Product **under the Warranty**, it is Your responsibility to notify Samsung and send proof of the serial number of Your exchanged or replaced Product to zaservice@samsung.com. Samsung will verify if the new serial number of the exchanged or replaced Product is valid before a serial number change will be made to Your existing Service Plan. If the change of the serial number is validated by Samsung, You will be notified.

Return:

In the event that Samsung accepts return of Your Product **under the Warranty**, and the Product is not replaced with another product, it is Your responsibility to cancel Your Service Plan in terms of clause 14 above, as Your Service Plan will not be automatically cancelled by Samsung.

18. General Terms and Conditions

- Samsung will not perform preventative or other maintenance on the Product under the Service Plan.

- When providing the Services under this Service Plan, if the necessary parts for repair are not immediately available, You will be informed of any foreseeable delays and the turnaround time for the required repair.
- These terms of the Service Plan, including the original proof of purchase of the Service Plan and the Plan Confirmation, will prevail over any conflicting, additional, or other terms of any purchase order or other document.
- In the event of a contradiction between the original proof of purchase of the Service Plan and the Plan Confirmation, the original proof of purchase of the Service Plan will prevail.
- Informal dispute settlement should be done directly with Samsung to resolve the matter before approaching the relevant courts or commissions of jurisdiction for relief.
- By purchasing this Service Plan, You accept that any dispute of whatever nature which is directly or indirectly related to the Service Plan, will be subject to, governed and construed by, the laws and regulations of South Africa.

For S-Care customer support and queries, please use the below contact:

Tel: 0860 491 600

Email: zaservice@samsung.com