

Repair Services Terms & Conditions



Terms and Conditions for Repair Services / Replacement / Loan Mobile Telephone / Accessory

It is hereby agreed by and between the Customer and SmarTone Mobile Communications Limited ("the Company") as follows:

1. The Company will at its sole discretion repair or replace any defective mobile telephone or accessory item or any part thereof. In order not to lose any data stored in the mobile telephone, it is recommended the Customer to make a back-up copy of his / her settings before the mobile telephone is being repaired or replaced.
2. The Company will not repair any defective mobile telephone or accessory item or any part thereof caused by (i) undue wear and tear, (ii) negligence, omission or mishandling of the mobile telephone or accessory item; or (iii) alteration or repair made without authorization of the Company; or (iv) if the SIM lock has already been altered or tampered by other unauthorized person(s), our Company will not provide repair service, and the warranty of the handset will immediately be void. Any repair request will be subject to a payment in advance of an inspection and testing fee of \$2,000, in addition to any charges for parts and labour.
3. In the event that the Company decides to replace the defective mobile telephone or accessory item or any component thereof, the Company shall notify the Customer of the costs of the replacement and seek the Customer's consent of the proposed replacement. With the consent of the Customer, the Company shall replace the defective mobile telephone or accessory item or any component thereof and such defective mobile telephone or accessory item or component shall become the property of the Company who has the sole right to dispose of such items. The company makes no warranties, express or implied that the replaced mobile telephone or accessory item or part thereof is new, of merchantable quality or for use and fit for a particular purpose.
4. The Company may loan a mobile telephone or accessory item free of charge to the Customer during the period when the Company is repairing the Customer's defective mobile telephone or accessory item. The Customer acknowledges that the mobile telephone or accessory item on loan to the Customer remains the sole and exclusive property of the Company and the Customer has no right, title the interest thereto. If the deposit for the Loan Item (if applicable) is paid by cash, it will be returned in cash; if the deposit is paid by credit card, it will be returned to the credit card account within 12 working days.
5. During the loan period, the Customer shall (i) cause the mobile telephone or accessory item to be used and operated in a proper manner; or (ii) not at any time or under any circumstances alter or tamper with the equipment nor attempt to repair nor permit to be repaired the same or any parts thereof; or (iii) return the mobile telephone or accessory item upon the Company's demand (whether oral or written) in the same condition as when delivered to the Customer; or (iv) indemnify the Company against loss of or damage to the mobile telephone or accessory item or any part thereof from whatever cause whether or not such loss or damage results from the negligence of the Customer.
6. The Company reserves the right to dispose of the Customer's mobile telephone or accessory item at its sole discretion after the same has been repaired by the Company if the Customer fails to: (i) present the attached order; or (ii) return the mobile telephone or accessory item on loan to the Customer within 90 days after the Company has issued notice for the return of the on loan mobile telephone or accessory item; or (iii) collect the repaired mobile telephone or accessory item within 90 days after the Company has issued notice for the collection of the item.
7. The Customer agrees to pay the charges in respect of the repair services / replacement of the mobile telephone or accessory item.
8. Our Company disclaims any responsibility for any damage to the mainboard of the handset during the process of handset resetting or software upgrade.
9. Upon completion of the repairing service, the mobile telephone or accessory item may be restored to such original configurations / specifications, manufacturing design and standard and the system software may be upgraded to the latest version. Customer hereby acknowledges his/her understanding that he/she is not entitled to request to keep the versions of the system software existing before the repair service or request to restore the system software to the previously installed version upon completion of the repair service.
10. For mobile telephone or accessory item with invisible defects, if customers request to take back their mobile telephone or accessory item after inspection and repair quotation is made, our Company may not be able to restore the handsets back to the original defective status (including product frame, function and original defects).
11. All spare parts changed in mobile telephone or accessory item serviced by our Company shall be covered by one month from the date when the repairs are completed free warranty service (limited to same defect not caused by the user).
12. Our Company shall not be liable for any direct or indirect loss of any repair failure or delay, sustained by the Customer or any person, arising from or relating to equipment failure, staff mistakes, negligence or other actions.