Terms of Warranty by Original Health Distribution LTD. For Magickey Teknik® products

Electronic Warranty Version V.1.1 (Sep 1, 2017)

# LIMITED WARRANTY; CONDITIONS

To maintain your warranty, the service must be performed exclusively by Original-Health Distribution LTD. Using original Magickey Teknik® parts.

If, during the warranty period, the product proves to be defective (at the date of purchase) due to a defect in material or workmanship, Magickey Teknik® or a member of its distribution network in the warranty Zone, will repair or replace (at the discretion of Original Health Distribution LTD.) the product or its defective parts, subject to the conditions below. Original Health Distribution LTD. and members of its distribution network reserve the right to replace defective parts or products with new or factory-tested parts or products (refurbished). All replaced parts and products will become the property of Original Health Distribution LTD® Company.

Countries Covered by this Guarantee \*: Canada, Mexico, Cambodia, France, Philippines, Spain, Costa Rica, United States. \* See applicable conditions below.

#### Terms:

1.0

The warranty covers your Magickey Teknik® (Distributed by Original Health Distribution LTD.) For a 1-year period on parts and 6 months on labor against defects in workmanship.

#### 2.0

The warranty does not cover: normal wear and tear of certain components such as filters, damage due (according to our Original Health Distribution LTD.'s expert report) to misuse (eg broken object due to current or a non-compliant battery, object escaped on a hard surface floor (cement), which has suffered water damage, etc.), commercial use, lack of proper maintenance, improper installation, negligence, natural disasters, disasters and accidents. Warranty Provisions Guarantees may vary by country. For more details, please contact the service center in your area.

#### 3.0

This warranty applies only if the defective product is presented during the warranty period, accompanied by the original invoice or receipt (showing the date of purchase, the model of the device, serial number and the name of the dealer). Original Health Distribution LTD. and the members of its distribution network reserve the right to refuse the free application of the guarantee if these documents are not presented or if they are incomplete or illegible. This warranty will not apply if the model name or serial number on the product has been changed, deleted or made illegible.

### 4.0

To prevent damage or loss / erasure of data stored on removable media or accessories, you must have made a copy or removed it before handing over your device to the reseller or Original Health Distribution LTD. as part of the warranty.

#### 5.0

This warranty does not cover any shipping costs or risks associated with your product's pick-up and pick-up at Magickey Teknik® Reseller or Original Health Distribution LTD.

# 6.0

This warranty does not cover any of the following:

- **6.1)** Periodic maintenance and repair or replacement of parts as a result of normal wear and tear.
- **6.2)** Consumables (items that are scheduled to be replaced periodically during the life of a product, such as non-rechargeable batteries, ink cartridges, lamps, etc.)

- **6.3)** Damage or defects resulting from use, operation or handling of the product that does not conform to normal personal or private use
- **6.4)** The deteriorations or modifications caused by:
  - A. Misuse, including: Handling resulting in deterioration or physical, cosmetic or cosmetic modification of the product or deterioration of the LCD display Installation or use of the product not in accordance with its intended purpose or Magickey Teknik® product installation and use instructions Product maintenance not in accordance with Magickey Teknik® instructions Any installation or use of the product that does not comply with applicable safety or technical standards or regulations. Country where it is installed or used
  - B. Virus infections or use of the product with software not provided or incorrectly installed
  - C. The condition or defects of the systems with which the product is used or on which it is incorporated, except for other Magickey Teknik® products intended to be used with the product
  - **D.** The use of the product with accessories, peripherals and other products whose type, condition and standards do not meet the requirements of Magickey Teknik®
  - E. Repai<mark>rs made or attempted by persons other than MAGICKEY TEKNIK® repairers or Original Health Distribution LTD.</mark>
  - F. Modifications or adaptations made without the prior written consent of Original Health Distribution LTD., Including: Upgrading the product beyond the specifications or features described in the user manual, or Modifications to the product to comply with national or local technical or safety standards in effect countries other than those for which the product was originally designed and manufactured
  - G. Negligence
  - H. Accidents, fires, liquids, chemicals, other substances, floods, vibrations, excessive heat, inadequate ventilation, surges, excessive or inadequate power supply, radiation, electrostatic discharges, including lightning, other forces and external effects

# **Software**

7.0

This warranty covers only the hardware components of the product. It does not cover the software (Bilan Santé machine) , Magickey Teknik® or others) for which an end user license agreement or separate statements or exclusions of warranty are provided or enforced.

Exclusions and Restrictions Except as noted above, Magickey Teknik® products make no warranty (express, implied, statutory or otherwise), for the product or software contained therein or accompanying it, regarding the quality, operation, accuracy, reliability, fitness for a particular purpose or otherwise.

If this exclusion is not permitted, or only partially, by the regulations in force, the Magickey Teknik® products exclude or restrict its warranties only to the maximum extent permitted by the regulations in force.

Any warranty that cannot be completely excluded will be limited (to the extent permitted by applicable law) to the duration of this warranty. As part of this warranty, Magickey Teknik® products are solely responsible for repairing or replacing products that meet the conditions of this warranty. Original Health Distribution LTD. For Magickey products Teknik® is not responsible for any loss or damage to products, service, warranty or otherwise, including - financial or intangible loss - the price paid for the product - a loss of profit, income, data, enjoyment or use of the product or any



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# "For a Better Global Health!"

related product - indirect or incidental loss or damage. This restriction applies whether the loss or deterioration is attributable to:

**7.1** malfunction or non-operation of the product or associated products due to defects or unavailability while at Original Health Distribution LTD. , a vendor store or an authorized area retailer, resulting in delays, loss of user time or interruption of operations

7.2 an inaccuracy of the production of the product or associated products

7.3 deterioration or loss of software or removable data storage media

7.4 a virus and other causes. This applies to loss and damage in any legal context, including negligence and other wrongful acts, breach of contract, express or implied warranty, and unconditional liability (even when Original Health Distribution LTD. or an authorized area dealer, has been informed of the possibility of such damage). Where current regulations prohibit or limit these exclusions of liability, Original Health Distribution LTD. excludes or limits its liability only to the maximum extent permitted by applicable regulations. Some countries, for example, prohibit the exclusion or restriction of damage resulting from negligence, gross negligence, willful misconduct, deception and similar conduct.

As part of this warranty, the responsibility of Original Health Distribution LTD. for Magickey Teknik® products will in no case exceed the price paid for the product, but if the current regulations allow for greater restrictions of liability, the larger restrictions will apply. Protection of your legal rights According to the national regulations in force Customers have legal (statutory) rights to sell products. This warranty does not limit your potential statutory rights, which cannot be excluded or restricted, or your rights to the seller of the product. You are free to assert all your rights at your sole discretion. Service points for warranty \*:

#### 8.0

## ADDRESSES FOR THE SERVICE \* OF THE GUARANTEE:

Consumer Information: Headquarters in Canada:

Office Phone: +1 (514) 800-8693 or +1 (250) 816-3614

Mailing Address: Original Health Distribution LTD.

For Magickey Teknik® Products - Consumer Warranty Service

5919, 84 Street SE., Calgary, AB, Canada, T2C 4S1

**Email:** warranty@original-health.net

Branch in Quebec:

Office Phone: +1 (514) 800-8693

Mailing address: Magickey Teknik® Academy

5505 Iberville, Suite # 128, Montreal, Quebec, H2G 2B2

Email: info@magickevteknik.com

## **Hidden Defects**

9.0

The hidden defect is the defect which renders the thing unfit for the use for which it is destined or which diminishes the use so much that the buyer would not have acquired it or would have given it a lesser price, he had known them (for example: repeated breakdowns ...).

<sup>\*</sup> have a copy of your original invoice, where you purchased your product, serial number and for cases within 30 days of purchasing your original packaging. The customer must pay at his own expense, all shipping costs and return to the distributor, reseller or seller for his product.

Any defect, however important and not apparent, does not constitute a defect: the thing must be rendered unsuitable for its normal use or must greatly diminish its use.

# SATISFACTION GUARANTEE 30 days.

10.0

If you have purchased a Magcikey Teknik ® product and the device does not perform the functions for which it was sold.

SATISFACTION GUARANTEE \* - 30 DAYS (for all electronic devices only)

We are sure that you will be completely satisfied with your Magickey Teknik® product. For a period of 30 days, from the date of purchase, if the performance of the electronic device does not meet your expectations, return it to your dealer for a credit applicable to the purchase of another model or Magickey Teknik® items distributed by Original Health Distribution LTD., be better or another model. This warranty applies to electronic devices only and is valid only for devices purchased from an authorized dealer for Magickey Teknik® products (not applicable on online purchases).

\* This warranty applies in Canada only.

# PROCEDURES IN CASE OF BREAK OR HIDDEN DEFECTS FOR A PRODUCT UNDER WARRANTY:

This guarantee is not a modification - but an addition - to the guarantees stipulated by civil legislation. Any claim relating to this warranty must be accompanied by the purchase invoice. Any changes to the products may void the warranty. Transportation and travel costs are not covered by the warranty. The seller and reseller may charge a fee for home service. This warranty is not transferable.

Keep all proof of purchase (invoice, delivery note, serial number etc.). The date indicated on these documents establishes the warranty period. We also encourage you to register your warranty online at: www.Original-Health.net. If your device requires service during the warranty period, you will need to present proof of purchase. If it cannot be presented, the warranty period will be determined according to the date of manufacture of the product (serial number). Original Health Distribution LTD. will not be held liable for any direct or indirect damage caused by the use of the Magickey Teknik® electronic device. The warranty may vary by country.

## FORMS TO BE FILLED FOR WARRANTY 12.0

In the event that a product proves to be defective during the warranty period, please contact your dealer (store) or a member of our authorized service network (Authorized Distributors) within the province of Quebec or in the other countries mentioned on this warranty card or in the accompanying leaflets (Warranty Application Area). Contact information for authorized stores and sector resellers are indicated on our websites. Before using your device, we recommend that you read carefully the instructions for use in which you will find all the precautions.

LINK to download the French PDF form for the return of MAGICKEY TEKNIK® products under warranty: <a href="http://original-health.net/warranty-garantie/Formulaire-garantie-FR.pdf">http://original-health.net/warranty-garantie/Formulaire-garantie-FR.pdf</a>

## LINK in English:

http://original-health.net/warranty-garantie/Warranty-Return-EN.pdf

LINK to download the PDF guarantee on MAGICKEY TEKNIK® products: http://original-health.net/warranty-garantie/Garantie-produits-Magickey-Teknik-FR.pdf

# LINK in English:

http://original-health.net/warranty-garantie/Magickey-Teknik-product-EN.pdf

LINK for authorized distributors in the province of Quebec, Canada:

# 'Pour une Meilleure Santé Globale!"

# "For a Better Global Health!"

http://sujokacademy.club/index.php/fr/extensions/revendeurs-magasins-autorises-par-l-academie-magickey

Through this map, Original Health Distribution LTD. guarantees that the product is free from defects in material and workmanship at the date of purchase for a period of 6 months (parts and labor) and 1 year for parts ONLY for all electronic devices as of the same date, for any purchase made after May 1, 2017. Original Health Distribution LTD. which, in your country, provides and will honor this guarantee is mentioned on this map or on the accompanying pamphlet, under the name of the country in question.

Department of Guarantees
ORIGINAL HEALTH DISTRIBUTION LTD.

Version V.1.1 (1 sept. 2017)

WEBSITE: www.Original-Health.net



