



After Sales Service Terms and Conditions

1. General application

- 1.1. Epic Communications Limited ('we') is offering its customers ('you') an after sales service (the 'Service/s') as regulated by these terms and conditions ('Terms') and subject to the Limited Manufacturer's Warranty (the 'Limited Warranty') enclosed with your device and/or accessory (collectively the 'Product/s'). We shall use our best endeavours to assist you, however we may be unable to do so if the requirements mentioned in Term 2 below are not met.
- 1.2. These Terms must be read in conjunction with our [Privacy Policy](#) and any other documentation provided to you by us in relation to the Services.

2. Service Requirements & Conditions

- 2.1. You must retain the receipt as proof of purchase of the Product and ensure that the date of purchase is visible for the purpose of any warranty claims.
- 2.2. During the warranty period, upon presentation of the documents specified in Term 2.1 above, and subject to the conditions of the Limited Warranty and these Terms, the Product or any defective parts will be repaired or, at our sole discretion, replaced free of charge as per Term 5 below, in accordance with the relevant provisions of the Consumer Affairs Act.
- 2.3. If your Product falls outside the warranty period, or if the requested service is not covered by the warranty, we may still provide repairs and other services in accordance with the terms set out in Term 4.
- 2.4. Prior to the handing over of the Product for Service you are fully responsible to:
 - 2.4.1. remove any confidential information of a proprietary and/or personal nature from the Product;
 - 2.4.2. carry out all necessary backups of all programs, information and data; and
 - 2.4.3. remove the SIM Card/s and all removable accessories, external devices, media, memory cards, sticks, chips and their contents from the Product.
- 2.5. Notwithstanding Term 2.4, you agree that in the event that any personal information is left on the Product, it shall be deleted as per your request to have the Product repaired. We shall not be held liable in the event that any data/ personal information, including programmes is lost and/or if any removable accessories, external devices, media, memory cards, sticks, chips and their contents is/are damaged during the repair process. Should you fail to remove any removable accessories listed in Term 2.4, you acknowledge that you shall be handing over the Product at your own risk.

3. Our Liability

- 3.1. Our liability is limited to repairing or replacing the defective part or replacing the Product at our sole discretion in accordance with the applicable law. This Service does not include and we shall not be responsible for:
 - 3.1.1. The restoration or reinstallation of any programs and/or data on the Product following the Service, other than the software supplied with the Product by the manufacturer at the time of purchase; and
 - 3.1.2. Any interoperability or compatibility issues resulting from the use of Products, software or options not approved or supported by the Product's manufacturer.
 - 3.1.3. Any indirect, incidental, special, or consequential damages, including but not limited to loss of data, loss of business, loss of revenue, or loss of use, arising out of or related to the provision of the Service;
 - 3.1.4. Any delays or failure to perform the Service due to causes beyond our reasonable control, including but not limited to acts of God, natural disasters, supply chain disruptions, or labour disputes;
 - 3.1.5. Any defects or damage caused by misuse, improper installation, modification, neglect, accident, or use in a manner not in accordance with the manufacturer's instructions or specifications.

4. Rates and Payment

- 4.1. Charges shall apply in following in case:
- 4.1.1. the warranty period has expired;
- 4.1.2. the warranty is void due to breach of its Terms; or
- 4.1.3. the requested service is not covered under the warranty.
- 4.2. In such cases, charges will be determined on a case-by-case basis, depending on the nature and complexity of the service required.
- 4.3. The following charges are not covered by warranty and are subject to separate charges:

Description	Price incl. VAT	Price excl. VAT
Cleaning of Products using air duster (including speakers and charging ports)	€5.00	€4.24
Assistance with third-party applications (e.g. email, WhatsApp, Facebook, etc.)	€10.00	€8.47
Inspection of out-of-warranty Products or Products not purchased from us	€25.00	€21.19
Application of screen protectors	€3.00	€2.54
Data transfer services	€20.00	€16.95
Data backup services	€10.00	€8.47
Re-printing of Warranty*	€1.00	€0.85

*An administrative fee applicable for the reprinting of warranty documentation where the original has been lost or misplaced by the customer. This charge covers administrative and handling costs and does not affect your rights under the applicable warranty or consumer protection laws.

- 4.4. Charges listed in Term 4.3 are subject to change. We reserve the right to amend existing charges or introduce new charges for services not covered by warranty at any time. You will be informed of the applicable charges prior to the service being carried out.

5. Repair or Replacement

- 5.1. Replacement of the Product is at our sole discretion. If the original Product is no longer available, we reserve the right to provide a replacement with a similar model of equal value.
- 5.2. You are required to collect your repaired or replaced Product within fifteen (15) days from the date of written notification from us. Failure to do so shall entitle us, without further notice, to dispose of the Product at our sole discretion.
- 5.3. A repaired or replaced Product shall benefit from a ninety (90) day warranty period if the remaining portion of the original warranty is less than ninety (90) days. This is subject to the terms and conditions of the Limited Warranty.

6. Loan Device Service

- 6.1. We may offer a handset on loan ('Loan Device') upon request and for the duration of the repair Service. Upon receiving the Loan Device, you must acknowledge receipt of the specific Loan Device model and its serial number (IMEI), as provided by us.
- 6.2. The Loan Device is provided free of charge from the date we receive your faulty Product until the date you collect your repaired Product from us. If you fail to return the Loan Device within fifteen (15) days of the notification to collect your repaired Product, you will incur a penalty of five (€5) Euro per day for each day the Loan Device is not returned.
- 6.3. By accepting the Loan Device, you confirm that the Loan Device is provided in good working condition and agree to return it in the same condition. If the Loan Device is returned damaged, lost, or stolen, you accept full liability for its repair or replacement cost, up to the full retail price of the Loan Device, as pre-agreed liquidated damages.
- 6.4. You will also be required to return the Loan Device at any point in time throughout the duration of this Loan Device Service.
- 6.5. The Loan Device shall remain our property at all times. You are responsible for the Loan Device in your possession, including any payments relating to its use.
- 6.6. You must delete any data stored on the Loan Device before returning it to us. By returning the Loan Device, you acknowledge and consent that if any data remains on the device, we may delete it without notice. You waive any claims in the event that we inadvertently pass or have passed any of this data to third parties without having first deleted the stored data.
- 6.7. We are not liable for any damage, loss, or theft of personal data stored on the Loan Device. You agree to indemnify us from any claims or losses arising from the storage, access, or transfer of data during the period the Loan Device is in your possession.