

SAMSUNG Care+

Samsung Care+ Mobile Device Repair Contract for Breakage / Liquid Breakage and Breakdown After Distributor's Warranty Period

Dear Valued Customer

We are pleased to welcome you to the Samsung Care+ Mobile Device Repair Contract ("Contract") provided to you by **Samsung Electronics Philippines Corporation ("Samsung")**.

1. Acceptance and Interpretation:

- 1.1 The Terms and Conditions set out in this Contract shall govern the relationship between you and Samsung in relation to your purchase and use of Samsung Care+.
- 1.2 You are hereby advised to read the terms and conditions carefully. Your use of Samsung Care+ upon the Start Date constitutes your unconditional acceptance to be bound by these terms and conditions as may be amended from time to time.
- 1.3 Certain words and phrases are defined terms and will appear with a capitalized first letter and must be understood in the context which they appear or in the definition section below.
- 1.4 A reference to "you" and "your" means the Customer who seeks to subscribe or has subscribed to Samsung Care+.
- 1.5 This Contract will serve you for any Breakage or any type of Water/Liquid Breakage of your Mobile Device and inherent mechanical and electrical breakdown/defects to the electrical / electronic / mechanical parts of your Mobile Device during the Contract Period.
- 1.6 Up to the Maximum Repair Value for Breakage in each year of Contract Period, which is based on the Mobile Device you purchase Samsung Care+ for. Details of the Maximum Repair Value will be shown in your personalized terms and conditions which you will receive after purchasing Samsung Care+.
- 1.7 Repair for Breakdown up to Maximum Repair Value.
- 1.8 The Repair Service Fee or BER Service Fee will apply for each repair request, which will vary depending on the Mobile Device your purchase Samsung Care+ for. Details of the Maximum Repair Value will be shown in your personalized terms and conditions, which you will receive after purchasing Samsung Care+.

Service Fees

Device Type	Repair Service Fee (PHP)	BER Service Fee (PHP)
A-Series	0	1,600
S or Note Series	0	3,200

- 1.9 Easy repair request registration.
- 1.10 7 days a week multi-lingual call centers and dedicated repair requests portal.

- 1.11 Free pick up & delivery service in the Philippines (subject to various terms and conditions and until and unless otherwise notified).
- 1.12 During the first year of Contract Period, you are only entitled for Breakage repair, hence, relevant terms and conditions shall apply.

If you have a repair request or any concerns in relation thereto, please submit the repair request through our portal <https://samsungcareplus.tecproctec.co/ph> or you may contact us at 02-464-3434 between 9am to 8pm Monday to Sunday (including public holidays).

This is an electronically generated document. You are deemed to have consented to this Repair Contract upon receipt hereof.

2. Terms and Conditions:

2.1 Definitions:

- 2.1.1 **Mobile Device:** Smartphones or tablets which should be for domestic use only and not to be used for commercial, rental, or profit generation purposes.
- 2.1.2 **Normal Use:** Use of the Mobile Device in accordance with the Samsung guidelines for Mobile Device usage including but not limited to regular maintenance & upkeep of the Mobile Device, usage of specified protection devices such as voltage stabilizers.
- 2.1.3 **Breakage:** Any visible or non-visible damage or Water/Liquid Breakage (as defined herein), which need not be visible) occurring to the Mobile Device during Contract Period, by involuntary and external means.
- 2.1.4 **Water/Liquid Breakage:** Any damage occurring to the Mobile Device during Contract Period, by an involuntary seepage of water or other fluids inside the Mobile Device including but not limited to rainwater.
- 2.1.5 **Breakdown:** means inherent mechanical and/or electrical defects and/or failure of a Mobile Device caused by manufacturing defects that cause it to not function in its intended manner.
- 2.1.6 **BER:** 'Beyond Economic Repairs' means cost of a repair is greater than 85% of the Device Purchase Price.
- 2.1.7 **Distributor Covered Breakdown:** Breakdown covered by the Distributor's Warranty during the Distributor's Warranty period. The covered breakdown will vary for each Mobile Device in accordance with the Distributor's Warranty for the said Mobile Device.
- 2.1.8 **Distributor's Warranty:** The original warranty given by Samsung in respect of a Mobile Device.
- 2.1.9 **Distributor's Warranty Period:** The uninterrupted period of the Distributor's Warranty cover as stated on the original official Distributor's Warranty certificate or publication.
- 2.1.10 **Breakage Service Fee:** Fee payable by you at the time of registering a repair request with us.
- 2.1.11 **BER Service Fee:** Fee payable by you if Breakage is deemed BER by Samsung.
- 2.1.12 **Start Date:** Contract period start date.
- 2.1.13 **You/Your:** The Customer mentioned in this Repair Contract.
- 2.1.14 **Immediate Family Member:** Means Customer's spouse and/or child/ren.

2.2 Scope of repair:

Repairs which are required during the Contract Period as specified in this Repair Contract as requested by you for Breakage including Water/Liquid Breakage and Breakdown ordinarily covered under Distributor Covered Breakdown, from time to time, in respect of the Mobile Device, subject to the following conditions:

- 2.2.1 Repair performed exclusively by a Samsung accredited service center,

- 2.2.2 Samsung will charge you with additional repair fee at applicable market rates, as determined by Samsung, for any subsequent repair after you exhaust the Maximum Repair Value under this Repair Contract. The details relating to a Breakage and the additional repair fee are to be assessed and determined by Samsung and shall be final and conclusive.
- 2.2.3 The Mobile Device must (a) have been purchased new in the Philippines; (b) have been manufactured/distributed in the Philippines or legally imported into the Philippines; (c) have been sold through the Samsung's authorized dealer / distributor supported by an invoice & Distributor's Warranty; (d) at all times have been used in accordance with the Samsung's guidelines for Mobile Device usage including but not limited to regular maintenance & up keep of the Mobile Device; (e) not have been modified at any time; (f) have been used for personal use only and not for commercial, rental, or profit generation purposes; and (g) have been mainly used by you and your Immediate Family Member, and had been in your possession (or Immediate Family Member as relevant) only.
- 2.2.4 Any previous repair to the Mobile Device must (a) have been performed in the Philippines; and (b) have been performed by the Samsung accredited service center.
- 2.2.5 The Distributor's Warranty must remain valid throughout its validity period and not been voided or affected by any action by You.
- 2.2.6 In performing repair, Samsung shall have the option, in its discretion, without prejudice to the terms and conditions of this Repair Contract:
- 2.2.6.1 to replace the Mobile Device with a like-for-like model (whether new or used), in the case of BER. The replaced Mobile Device (the spoilt unit) shall become Samsung property. The replacement Mobile Device may be of lower retail value than the original Mobile Device. You will be responsible to backup and restore any data you may have from the replaced Mobile Device to the replacement Mobile Device, where relevant.
- 2.2.6.2 to outsource or sub-contract repair or any part of it.

2.3 Other Key Conditions:

- 2.3.1 This Repair Contract becomes valid only on purchase of the Mobile Device.
- 2.3.2 This Repair Contract is only valid for the Mobile Device detailed at the beginning of this Repair Contract. This Repair Contract is not assignable or transferable by you or to another device, for any reason (including but not limited to the Mobile Device being sold to a third party), other than in the case set out in clause 2.3.3 below.
- 2.3.3 This Repair Contract is transferable to another device only in the event of the Mobile Device received from Samsung being dead on arrival (DOA) or replaced by Samsung due to Distributor's Warranty fault that cannot be repaired, this Repair Contract shall continue to cover the replacement device provided that you notify us in writing, through the method mentioned in "Repair Request Process" section below (a) of the DOA within 30 days from the date of the invoice; (b) of the details of the replacement device within 30 days from the date of your receipt of the replacement device. The Device model and IMEI number will be updated accordingly. For these purposes, "DOA" or "dead on arrival" refers to a Mobile Device (i) being purchased and not taken immediately from a physical outlet and which is later delivered to you; (ii) upon delivery is found to be completely inoperative; and (iii) is immediately returned to the manufacturer for replacement.

2.4 What is not included:

This Repair Contract is only for Breakage including Water/Liquid Breakage and Breakdown ordinarily covered under Distributor Covered Breakdown based on the terms set out in this Repair Contract, and for the avoidance of doubt, does not include repair or services of or for the following.

2.4.1 Exclusion applicable to the first year of the Contract Period ("**Breakage Exclusion**):

- 2.4.1.1 Breakdown caused by violating Distributor's Warranty, abuse, or negligence.
- 2.4.1.2 Regular wear and tear or gradual deterioration.
- 2.4.1.3 Replacement of or support for data, software, music, etc. i.e. any data stored on device.
- 2.4.1.4 Repair implicitly or explicitly covered by Distributor Warranty or repair guarantee under this Repair Contract.
- 2.4.1.5 Replacement of any consumable items or accessories like batteries, chargers, headphones, etc.
- 2.4.1.6 Cosmetic damage to the Mobile Device, such as damage to paintwork, Mobile Device finish, dents or scratches.
- 2.4.1.7 Any defects that are subject of the Samsung's recall.
- 2.4.1.8 Any circumstances where the conditions in clause 2.2 and 2.3 above are not met.
- 2.4.1.9 Cost that you incurred by yourself to repair the Mobile Device with a third party.
- 2.4.1.10 Breakage arising from war, war like operations (whether war declared or not), act of foreign enemy, hostilities, civil war, rebellion, insurrection, civil commotion, military usurped power, seizure, capture, confiscation, arrest, restraints and/or detainment by order of any government or any other authority.
- 2.4.1.11 Any form of physical loss or untraceability of the Mobile Device, or any form of consequential or incidental loss suffered by you in respect of the Mobile Device.
- 2.4.1.12 Breakage arising from nuclear reaction, nuclear radiation, or radioactive contamination from any source whatsoever.
- 2.4.1.13 Breakage arising from overload, experiments, or tests requiring the imposition of abnormal conditions.
- 2.4.1.14 Gradually developing flaws, defects, cracks, or partial fractures in any part, although at some future time, repair or renewal of the parts affected may be necessary.
- 2.4.1.15 Deterioration of or wearing away or wearing out of any part, marring or scratching of the Mobile Device caused by external force or naturally resulting from normal use or exposure.
- 2.4.1.16 Any type of electrical or mechanical breakdown including electrical failure or short-circuit.
- 2.4.1.17 Damage arising from manufacturing defect.
- 2.4.1.18 Damage arising from attack by unauthorized software/virus, software faults.

2.4.1.19 Breakage arising out of any intentional act towards the Mobile Device including but not limited to incorrect installation or incorrect set-up.

2.4.1.20 Damage to any electronic data and/or Mobile Device software/operating system, storage media, data/records or similar intangible items and damage to the SIM card/memory card of the Mobile Device not caused by manufacturing defect.

2.4.1.21 Breakage arising from internal leakage of the battery.

2.4.1.22 Any failure of the Mobile Device to operate as a result of problems with respect to the network infrastructure, your network subscription or similar service issues.

2.4.2 Exclusion applicable to the second year of the Contract Period:

2.4.2.1 Breakage Exclusion save for exclusion under Clauses 2.4.1.16 and 2.4.1.17.

2.4.2.2 Breakdown caused by or attributed to the operation of a software virus or any other software-based malfunction; or natural causes, fire, water damage, terrorism, or power surge.

2.5 Termination of Repair Contract:

This Repair Contract will be immediately and automatically terminated in the following events. In such case, no refund will be due to you.

2.5.1 Fraud, attempted fraud, or non-disclosure of any changes to the Mobile Device that affect this Repair Contract.

2.5.2 Where the asset serial number is removed, obliterated or altered from the Mobile Device.

2.5.3 If repairs have been conducted by unauthorized repair centers or person at any point during or before the Contract Period.

2.5.4 Where Samsung has exercised our option to replace the Mobile Device in accordance with clause 2.2 and 2.3 above.

2.5.5 Where Samsung has provided replacement Mobile Device in the case of BER or you have exhausted the Maximum Repair Value for Breakage and/or Breakdown, whichever earlier.

3. Repair request process:

3.1 Repair request must be submitted within 14 days from the date when the Breakage and/or Breakdown occurred. Otherwise, Samsung reserves the right to deny the repair request.

3.2 Notify Samsung of Breakage and/or Breakdown by:

3.2.1 Visiting <https://samsungcareplus.tecproctec.co/ph>; or

3.2.2 Calling 02-464-3434; Monday to Sunday 9:00 am to 8:00 pm including public holidays.

3.3 Samsung will register the repair request and inform you regarding the Breakage Service Fee or BER Service Fee you must pay (as applicable).

3.4 Samsung schedules pickup of the Mobile Device once you have paid the Breakage Service Fee or BER

Service Fee (as applicable).

- 3.5 Samsung gets the Mobile Device repaired through its service network of Samsung accredited service centers.
- 3.6 Samsung dispatches and delivers the repaired Mobile Device to you.