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Transcelestial Technologies Pte Ltd Product Warranty ("Warranty")

Version 3

Updated: 31 May 2021

Product Warranty

Transcelestial Technologies Pte Ltd ("**Transcelestial**") is committed to ensure all products ("**Products**") are quality tested and in full working order prior to shipment.

Transcelestial warrants that its Products are free from defective workmanship and materials under normal use during the Warranty Period.

For Products bought directly from Transcelestial, the "**Warranty Period**" is twelve (12) months from the date of shipment from Transcelestial's Singapore warehouse. For Products bought through Transcelestial's authorised dealers, distributors or resellers, the "**Warranty Period**" shall be determined by the warranty terms of the authorised dealer, distributor or reseller, as the case may be, or in the event that the authorised dealer, distributor or reseller does not have its own warranty terms, twelve (12) months from the date of shipment from Transcelestial's Singapore warehouse. If Extended Warranty is purchased, the duration for the Extended Warranty shall apply.

Transcelestial's sole responsibility under this Warranty shall be limited to the replacement of in-Warranty defective Product, provided the [Return Material Authorization \(RMA\)](#) guidelines below are followed.

Exclusion of Other Warranties

Other than this Product Warranty, to the fullest extent permitted by law, the warranty expressly provided herein is the sole and exclusive warranty provided in connection with the Products during the Warranty Period, and Transcelestial and its representatives hereby DISCLAIM all other expressions of warranty or implied warranty of any kind, whether oral, written, express, implied or statutory, including, but not limited to, representations, endorsements, guarantees, or warranties of merchantability, accuracy, quality, results, availability, fitness for a particular purpose or use or warranties against hidden or latent defects.

The Customer acknowledges that the Product may be subjected to limitations, interruptions, delays, cancellations and other problems inherent in the use of a communications device.

Transcelestial does not warrant that the operation of the Product will be error-free or that operation will be uninterrupted. No verbal or written modification, extension, or addition to this Warranty by any Transcelestial employee, representative, dealer, distributor or reseller shall be binding on Transcelestial.

Warranty Exclusions

This Warranty extends only to the original named purchaser of the Product (the “Customer”).

Notwithstanding that the Products are within the Warranty Period, this Warranty shall be invalidated and rendered void if:

- (a) the Product is altered or otherwise tampered with in a manner that modifies the Product from its original shipping configuration, unless modifications are made by Transcestial, a certified representative, or with Transcestial’s written approval;
- (b) external surfaces have been painted, labeled, rebranded or otherwise modified;
- (c) the Product does not present an original Transcestial label or is manufactured by and carries the brand of a third party that is not Transcestial;
- (d) the Product has been damaged, impaired or modified as a result of third party hardware, accessories, firmware, and/or software not provided or approved by Transcestial for use with the Product;
- (e) the Product has been damaged due to acts of nature or natural disaster, including but not limited to lightning, fire, flood, tornado, earthquake or hurricane;
- (f) the Product shows evidence of exposure to extreme thermal or environmental conditions beyond product specifications;
- (g) the Product is subjected to abnormal electric or physical stress, including, but not limited to, power surges, improper power supply, electrical current fluctuations, corrosive environments, improper handling, negligence, accident, or misuse; and
- (h) the Product has not been installed, operated, repaired, or maintained in accordance with Transcestial recommendations, published specifications, product manual or normal practice, including, but not limited to, improper mounting, cabling or connection to power.

Unless otherwise specified, this Warranty only covers defects in workmanship and materials as originally supplied. The Warranty does not cover:

- (a) consumable items even if packaged or sold together with the Products;
- (b) deterioration of the Products due to normal wear and tear, including without limitation corrosion, scratches, dents, rust or stains;
- (c) damage, fault or failure due to or arising out of, transit or delivery, packing, unpacking, dismantling, or installations performed other than by Transcestial’s authorised representatives;
- (d) non-failure problems and intermittent issues, including without limitations, reception and/or incompatibility issues, adjustments, set-up, battery change, replenishing of consumables, short circuit, routine maintenance and servicing, periodic checkups, cleaning, checking of improper operation or incorrect use; and
- (e) cosmetic imperfections or minor imperfections within design specifications and that do not materially alter functionality of the Products.

Limitations of Liability

In no event will Transcelestial or its representatives be liable for any of the following events as a result of the use of, or inability to use, the Product, whether it is in Warranty, under contract or bound by any other legal agreement, and whether or not advised of the possibility of such damages:

- (a) indirect, incidental, exemplary, special or consequential damages;
- (b) loss or corruption of data or interrupted or loss of business;
- (c) product performance, selection, or choice of application;
- (d) failure of the Product to meet government or regulatory requirements; or
- (e) loss of revenue, profits, goodwill or anticipated sales or savings.

Return Material Authorization (RMA)

Once the Warranty Period has expired, no Product will be accepted for replacement.

During the Warranty Period, no Product will be accepted for replacement without an RMA number provided by Transcelestial.

Customers may obtain an RMA number by following the guidelines listed under [Transcelestial Support](#). Support tickets can be raised at our Help Desk [<https://support.transcelestial.com>].

The Customer will be asked to submit the following information as part of an RMA request: name, contact details, date and proof of purchase, Product serial number, description of fault, troubleshooting actions taken so far.

Before uninstalling the Product for return, the Customer should read the terms of this Warranty and the RMA guidelines closely, paying attention to how to remove and pack the Product securely for transportation.

The following conditions must be met by the Customer or the RMA request will not be accepted or fulfilled:

- (a) the correct [Transcelestial Support](#) guidelines must be followed to obtain an RMA number;
- (b) the faulty Product must be returned within thirty (30) days from obtaining the RMA number in accordance with Transcelestial's instructions ("**Returned Product**");
- (c) the Returned Product must be packed correctly for transportation, following the guidelines provided in the relevant Product documents;
- (d) the Customer must use their own shipping account for the return shipment;
- (e) all taxes, duties and customs charges for the return shipment must be paid by the Customer;
- (f) the commercial invoice must declare "return for repair" and "no commercial value";
- (g) the RMA number must be displayed on the outside of the return shipment packaging;
- (h) the Customer is responsible for compliance with all customs laws and regulations.

Transcestial may conduct diagnostic tests on the Product to determine the cause of failure / defect. Transcestial's decision on all claims, including without limitation whether there is a defect in the Products, the cause of failure / defect, validity of the warranty, and what remedy is to be provided, shall be final and conclusive.

The Customer must delete any confidential or personal information contained in the defective Product before handing or returning the Product to Transcestial. Transcestial assumes no responsibility for any loss, damage, destruction, alteration or failure to maintain confidentiality of programs, data, information or other material left in the Product.

Transcestial Support

Transcestial will support the Customer with technical enquiries through its support portal <https://support.transcestial.com> ("**Transcestial Support Services**"). Transcestial Support Services are provided free-of-charge during the Warranty Period. **Please note that upon the expiry of the Warranty Period, the Customer will be charged to use Transcestial Support Services.** The charges for Transcestial Support Services after the Warranty Period has expired may be found here: <https://support.transcestial.com>

The support framework at Transcestial includes three levels;

Level One

If the Customer experiences a technical issue with the Product, they should follow the Transcestial Troubleshooting Guide <https://support.transcestial.com> for a resolution.

If the problem persists, the Customer should submit an L1 Escalation Report <https://support.transcestial.com> via Transcestial or the authorised dealer, distributor or reseller from whom the Product was purchased (referred to in this Section as the "**Supplier**").

Level Two

Following receipt and review of the L1 Escalation Report <https://support.transcestial.com>, the Supplier will open a support ticket <https://support.transcestial.com> and perform a Technical Assessment to try to solve the hardware issue.

If a solution is found, the support ticket will be closed.

If the Product is non-responsive, it will be verified as faulty and an RMA request will be submitted to Transcestial along with both the L1 and L2 Escalation Reports <https://support.transcestial.com>.

If further technical support is required, the Supplier will submit both the L1 and L2 Escalation Reports to Transcestial for review.

Level Three

Following receipt and review of the L1 and L2 Escalation Reports, Transcelestial will perform an Advanced Technical Assessment in an attempt to solve the hardware issue.

If a solution is found, the support ticket will be closed.

If the Product is non-responsive, it will be verified as faulty and an RMA request will be submitted at Transcelestial along with both the L1 and L2 Escalation Reports for review.

If the RMA request is accepted, the Customer will receive an RMA number and return guidelines.

Root Cause Analysis

Once the Product has been received, Transcelestial will perform a Root Cause Analysis and produce a test report determining either an acceptance or rejection of the RMA case.

Response time

Transcelestial will respond to L3 Support and RMA Requests within two (2) business days.

Transcelestial will use commercially reasonable efforts to ship a replacement ("**Replacement Product**") within five (5) working days after receipt of the Returned Product, depending on product stock availability. Delivery times may vary depending on delivery location.

Warranty Check Point

If the Customer is unsure whether the Product is within Warranty or not, they can email their hardware serial number to <https://support.transcelestial.com> and Transcelestial will respond with the expiry date within two (2) business days.

Shipping costs

The Customer will cover the cost of the return shipment. Transcelestial will cover the cost of the replacement shipment.

If during the Warranty Period the Customer does not own a spare Product and an immediate replacement is not available, Transcelestial is able to provide a temporary substitute Product or other hardware ("**Temporary Substitute**") immediately for the Supplier to collect and deliver to the Customer. Upon the delivery of the Replacement Product, the Customer shall return the Temporary Substitute in accordance with the Supplier's instructions. All costs for the provision, collection, delivery and return of the Temporary Substitute will be borne by the Supplier. All taxes, duties and customs charges for the Temporary Substitute must be paid by the Customer, if any.

No Refunds, Repairs or Internal Components

Transcelestial does not offer refund nor repair service for any returned devices at this time. Individual components within Transcelestial devices are neither available as spares, nor as standalone items for separate purchase.

Governing Law

This Warranty is governed by the laws of the Republic of Singapore. Any dispute arising out of or in connection with this Warranty, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore and the tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

Amendment

Transcelestial reserves the right to vary, modify, or change the terms and conditions herein at any time with or without notice.