



Communications
Commission
of Kenya

Warranties and Service Level Agreement



Introduction

A warranty is an agreement through which a vendor agrees to be responsible for any costs to which the buyer may be subject due to any faults pertaining to the standard or operation of the item purchased. It is the responsibility of the consumer to determine the terms of a warranty before agreeing to purchase.

Warranties generally specify; the terms by which fault-rectification should be effected (such as by repair or replacement); the duration of the warranty; the extent to which the performance of the product is assured; and any actions on the part of the purchaser that will invalidate the warranty.

Useful tips on warranties

The duration of the warranty should commence at the time of purchase. In the event that the vendor agrees to replace a faulty item, the new item will be provided with a new warranty, whose term will commence at the time of replacement of the first item.

The warranty must be dated and be in writing – verbal warranties are mostly useless. Warranties are valid **ONLY** to the original purchaser and are **ONLY** issued by manufacturers or their authorized agents.

Warranties can cover the supply of replacement parts and/or labour. The duration of the warranty in relation to both, however, may differ. A Warranty can also be invalidated if the purchaser uses the item for a purpose for which it was not intended.

In the event of faults developing in the product, the purchaser should **NOT** attempt any repairs as this can result in the invalidation of the warranty.

Violation of warranties

A warranty is deemed to have been violated when its terms are not met. The vendor is, therefore, obliged to make any and all such rectifications as will ensure that these terms **ARE** met. If the vendor fails to do this, the purchaser is entitled to sue the vendor for breach of warranty.

Service level agreements

A service level agreement (SLA) is a contract between the network service provider and a consumer which specifies the level of service that will be provided in terms of adherence to performance standards, responsibilities, response-time, billing, guarantees and any penalties that pertain to the violation of the SLA by either party. An SLA does not, however, **GUARANTEE** a specific level of service.

Rather it compensates the consumer for any deficits in the level of service provided. Therefore, the consumer should ensure that the SLA covers all the eventualities that will meet **THEIR** requirements, and seek to amend any SLAs that are offered accordingly.

