



## **Warranties**

This fact sheet has been developed for the Consumer Education Program by the Communications Commission of Kenya. It was compiled by studying material from various authoritative sources and adopting what is universally acceptable and relevant to the Kenyan situation. The purpose of this fact sheet is to provide Consumers with a good understanding of important issues and empower them when making decisions regarding Information and Communications Technology (ICT) products and services.

### ***What is a warranty?***

A warranty is an undertaking by a seller to be responsible for present or future losses to the purchaser occasioned by deficiency or defect in the quality, condition or quantity of the product sold. A warranty agreement often provides for a specific remedy such as repair or replacement in the event the product or service fails to live up to the specified standard.

Before committing to the purchase of products, it is the consumer's responsibility to find out if a warranty is offered on the product and the terms of that warranty. Such terms relate to the duration of the warranty, consumer actions that render the warranty ineffective and what the warranty covers.

A warranty should also detail the extent to which the quality or performance of the product is assured and states the conditions under which the product can be returned, replaced, or repaired.

### ***Useful tips on warranties***

A warranty period should take effect at the time when the consumer purchases and takes possession of the item and not anytime before that.

Consumers must insist upon getting a warranty in writing since it is difficult to enforce a verbal warranty.

If the product develops problems during the warranty period, it is not advisable for the consumer to fix or allow anyone apart from the supplier or the supplier's nominee to fix that appliance, because that action could make the warranty ineffective.

The seller may choose to void a warranty if the item is used for a purpose other than that which the warranty covers.

Warranties may cover either labour, parts or both. If a warranty covers both, the duration of the warranty on each may differ.



## *Warranties and Service Level Agreements*

If the retailer has to replace an item, which malfunctions during the warranty period, the full warranty period will start to run again in respect of the replacement item.

Warranty relates only to the original first end-user of the product and is not assignable or transferable to any subsequent purchaser/end-user.

### **Violation of warranties:**

A warranty is violated when its terms are not met; when goods do not meet the expected standards at the time the sale occurs, and whether or not there are apparent defects. The seller should honor the warranty by making a timely refund, repairs, or replacement of the product. The consumer at this time can initiate a court complaint for breach of warranty if the seller refuses to honor the warranty.

Valid of warranties: Warranty deeds are only issued by product manufacturers or by their authorized agents. In practice, a product that fails within a month can be exchanged for a new one under the agent's guarantee; or a product that fails after the retail outlet's guarantee expires but before the manufacturer's expires can be exchanged by the manufacturer. The store guarantee and the manufacturer's warranty are mutually exclusive. This should emphasize that consumers should only purchase new equipments from the manufacturer or his authorized agent to qualify for a warranty.

### **Service Level Agreement**

A service-level agreement (SLA) is a contract between a network service provider and a customer that specifies, usually in measurable terms, what services the network service provider will offer.

It provides the common understanding about services, priorities, responsibilities, guarantee, and thus, the level of service. For example, it may specify the levels of availability, serviceability, performance, operation, or other attributes of the service like billing and even penalties in the case of violation of the SLA.

A typical network SLA probably covers metrics such as availability, latency and access speeds. It may also include specifications for average response time, repair time and problem notification/escalation guarantees.

Consumers need to know in advance what levels of service their organization actually needs to do business, not what service providers' offer in their standard agreements. Knowing what your infrastructure has to be able to support will or at least should define what your SLA should look like.

### ***Examples of measure of service in SLAs include:***

- The percentage of time that services will be available
- The number of users that can be served simultaneously;



## *Warranties and Service Level Agreements*

- Specific performance benchmarks to which actual performance will be periodically compared;
- The schedule for notification in advance of network changes that may affect users;
- Help desk response time for various categories of problems
- Dial-in access availability
- Usage statistics that will be provided

SLAs don't guarantee levels of service. They provide the customer with compensation in case of default in the course of service provision. This therefore means that consumers should be aware of the agreement from the beginning to be able to enforce any applicable penalties in case of a violation.

SLAs commonly include segments that address: a definition of services; performance measurement; problem management; customer duties; warranties; disaster recovery; termination of agreement.

### ***Drafting an effective SLA:***

Identify service levels that your infrastructure needs so the SLA is comprehensive.

1. Design the SLA so that it clearly defines the service provider's responsibilities.
2. Negotiate the SLA with the service provider, paying particular attention to what services are being guaranteed, how they will be measured, the process for realizing agreed-upon remedies, and the amount of time the service provider has to correct problems.
3. Implement SLA measurement and enforcement tools and processes to ensure that every SLA can be measured and enforced as soon as the service under consideration is installed.
4. Enforce SLA compliance, and identify and resolve problems that arise.

For more information contact the Communication Commission of Kenya on the following address:

**THE DIRECTOR GENERAL,  
COMMUNICATIONS COMMISSION OF KENYA  
P.O. BOX 14448, NAIROBI, 00800  
Email: [info@cck.go.ke](mailto:info@cck.go.ke)  
Website: [www.cck.go.ke](http://www.cck.go.ke)**



## **Acknowledgement**

This Fact Sheet was developed in partnership with Teknobyte (Kenya) for the Consumer Education Outreach Programme of the Communications Commission of Kenya.

## **Disclaimer**

All attempts have been made in order to ensure that the information contained in this publication is accurate. However, the document is intended as a guide only. Readers should ensure that they verify on their own any information contained in this document upon which they intend to rely as a basis for taking any action or making any decision. The Commission will not accept liability for the information contained in this document or for consequences of any actions taken or decisions made on the basis of the information provided.

© 2008 Communications  
Commission of Kenya