Terms and Conditions
Equipment Left at GO's Retail Outlets

1. **Definitions:**
   a) "Client" means the Client named on the Equipment Form.
   b) "Equipment" means the items listed under "Equipment" details on the Equipment Form.
   c) "Repair" means the examination, repair or servicing carried out on the Equipment
   d) "EF" means Equipment Form.
   e) "Workshop" means GO's 4P Workshop or Manufacturers Repair Centre
   f) "Device Support" means GO's Device Support Retail Location
   g) "GO" means GO p.l.c., **GO, Tarxien Road, Żejtun, ŻTN 3000, Malta**

2. **Payment:**
   The Client warrants and binds himself to pay GO the charges listed on the EF. Client hereby irrevocably constitutes himself as the certain, liquid, and true debtor in favour of GO, which accepts, for any and all amounts due in favour of GO in accordance with the EF and/or this agreement.
   In the event that Client effects a payment of a deposit, the Parties hereby agree that any such deposit shall constitute a payment on account against any amounts owed by Client to GO in terms of the EF and/or this agreement. In the event that at the termination of this agreement, Client does not owe GO any money or owes an amount lesser than the deposit paid, then GO shall proceed to return the balance to Client within a maximum period of sixty (60) days, which period is to start running from the next working day immediately following the return of the Equipment.

3. **Risk:**
   The risk in the Equipment will pass back to the Client on the seventh (7) day after GO has notified the Client that the Equipment can be collected or upon its collection by the Client whichever is the earlier.

4. **Client Acknowledgement:**
   Should any Repair be needed on out of warranty Equipment, Repairs having a value of less than fifty Euro (€ 50.00) inclusive of applicable VAT, will be performed without requiring any prior consent of the Client.
   Client acknowledges that GO might have to forward the Equipment to third parties, whether for warranty or other reasons, for Repair. Client hereby gives his unreserved and unconditional consent to GO to forward the Equipment to said third parties for the Repair of the Equipment, without requiring any further consents of the Client. GO may also directly refer Client to such third parties, in which case, it would be Client's responsibility to take the product directly to them. Client further acknowledges and agrees that GO shall in no way be held liable for any delays necessitated by the forwarding of the Equipment to third parties and/or any length of time when the Equipment is in third party possession.

5. **Charges**
   Client shall be charged twenty Euro (€20) inclusive of applicable VAT, as a service charge for out of warranty Equipment, irrespective whether any Repairs have been carried out or not. Client shall also be charged additionally for labour charges and parts replaced in accordance with the charges listed in the EF.
   Client shall be charged one Euro (€1.00) per day or part thereof, by way of penalty for any delay in collecting any Equipment beyond the Collect By Date as stipulated in the EF or following a notification by GO demanding the collection of the Equipment, whichever is the earlier. For the avoidance of doubt, any notification shall take place by means of a telephone call, SMS or email to the Client.

6. **Commercial Guarantee:**
   Subject to applicable law, a period of thirty (30) days Commercial Guarantee is given on the part replaced in the Workshop, commencing from date of notification that the Equipment has been repaired and is available for collection. This Commercial Guarantee covers only the specific Repair carried out as per the EF.
   For clarity, this Commercial Guarantee does not cover damage or faulty operation resulting amongst others from any misuse, mishandling, willful damage, neglect, damage by liquids, connection to unsuitable power supply, power surges, lightning and tampering, service by unauthorised personnel or any other unauthorised software installed after delivery.
   This Commercial Guarantee is personal to the Client and shall not be transferrable. This Commercial Guarantee is in addition to any rights Client may have at law and shall not negatively affect any such rights in any way. Any claims under this Commercial Guarantee must be in writing, addressed to GO Customer Care Department, GO, Tarxien Road, Żejtun, ŻTN 3000, Malta or via email on customercare@go.com mt, and received by GO within the stipulated thirty (30) day period.

7. **Liability:**
   GO shall not be liable for any loss or damage of whatever nature caused to the Client from any Repair of out of warranty Equipment.
   Without prejudice to the above, irrespective of whether the Equipment is in warranty or out of warranty, Client hereby acknowledges and agrees that he is hereby exempting and holding GO, and any third party in terms of Clause 4, forever harmless from any liability with respect to any loss of, or corruption to any data, including any software applications, during the Repair.
   For the avoidance of doubt, in the event of any liability situation arising, GO's liability shall be capped to a maximum amount equivalent to the amount paid by the Client for the Repair.

8. **Force Majeure**
   GO shall not be liable to the "Client" for any breach of this agreement or failure on its part to perform any obligations as a result of any Force Majeure event, including any act of God, Government control restrictions or prohibitions or any other Government act or omission whether national or international, act or default of any supplier, agent or subcontractor, industrial disputes of any kind or any other similar or dissimilar cause beyond GO's direct and immediate control.

9. **Representations:**
   The "Client" agrees that this agreement is the complete and exclusive statement of the agreement between the two parties, which supersedes all understanding or prior agreements oral or written, and all representations or other communications between the parties relating to the subject matter of this agreement. This agreement shall be governed, construed and regulated by and in accordance with the laws of Malta, without giving effect to principles of conflict of laws, and the parties shall be subject to the exclusive jurisdiction of the Maltese courts.

10. **"Client" Delivery and Collection**

    a) "Client" may request a repair by delivering the "Equipment" to GO at any of GO's retail outlets. In any event that the "Equipment" is returned to GO for further investigations, GO shall issue an "EF".

    b) The Client must collect his Equipment within seven (7) days from when GO has notified the Client that the Equipment can be collected. For the avoidance of doubt, said notification shall take place by means of a telephone call, SMS or email to the Client.

    c) Collection of the Equipment can only be affected by presentation of a proper identifying document together with the EF duly given to the Client by GO when returning the Equipment for Repairs at the Device Support. For the avoidance of doubt, it shall, at all times, be Client's responsibility to ensure the proper safekeeping of the EF and that in the event that "Client" fails to produce the EF at the time of collection, then GO shall retain the Equipment for a maximum period of one month at the expiry of which the provisions of Clause 11(d) shall become applicable, subject that in any such event the Parties hereby agree that the obligation upon GO to issue a notice in writing is hereby being waived.

    d) The Client is obliged to collect the Equipment from GO within the period of time stipulated in Paragraph 11(b) above. In the event that Client fails to collect the Equipment within the stipulated time period of seven (7) days, GO shall endeavor to notify Client in writing and if the Equipment has not been collected within one (1) month of said notice in writing, the parties hereby agree that ownership of the "Equipment" shall pass unto GO, and that GO will then have the right as owner to sell, use or otherwise dispose of such "Equipment" without any liability, obligation or reference to the "Client", and to retain for itself any proceeds from the sale, use or disposal of the "Equipment" in full or partial settlement of any amounts due to GO by "Client" in terms of this agreement. For the avoidance of any doubt, "Client" is hereby renouncing to any right or claim arising out of or connected with the exercise by GO of its rights in terms of this sub-clause (d), and is hereby fully exempting GO from any liability or obligation arising therefrom.

11. **Personal Data:**

GO processes personal Data in line with the applicable data protection legislation in force in Malta. Personal data shall not be transferred and/or disclosed to any third party unless requested by the Client, permissible according to law or is otherwise regulated by the Guarantee or this document, subject that Client hereby irrevocably consents that GO may inform credit rating agencies of any situations wherein Client fails to pay any amounts due in terms of the EF and/or this agreement.

Client hereby acknowledges that when effecting Repairs to the "Equipment, GO may come in contact and be privy to view anything stored or contained in Equipment, including any personal data therein contained. GO warrants and declares that it does not store or retain any such software applications and/or data contained in the Equipment in any manner.

Client acknowledges that in the event that the Equipment is referred to third parties in accordance with Clause 4, said third parties may come in contact with and become privy to any, software applications and/or data, including personal data, therein contained. Client also acknowledges that GO may be required to share with said third parties evidence of proof of purchase including any information, including personal data, therein contained. Client acknowledges and agrees that GO has no control over the actions of these third parties and is hereby fully exonerating and forever holding GO harmless from any liability in connection with any such third party use or misuse of the software applications, data, and/or information. It is in Client's interest that, prior to referring the Equipment, Client removes any software application and/or data, including personal data, from the Equipment.

Client acknowledges that during the Repair, whether effected by GO or any third parties, any software applications and/or data, including Personal data, contained in the Equipment may be damaged, corrupted, or lost. Client hereby acknowledges and agrees that, at all times, it shall be Client's exclusive responsibility to ensure proper backup to any data and/or software applications that may be found and/or installed on the Equipment.

In the event that the provisions of Clause 11(d) shall become applicable, Client hereby acknowledges and agrees that any software applications and/or data in the Equipment shall also pass on to GO in full ownership and "Client" is hereby exonerating GO from any liability or obligation in connection with any such software applications, and/or data or the use of the Equipment, software applications and/or data therein contained.

Client is strongly advised to delete any personal and/or sensitive data from the Equipment prior to delivery for Repairs.

12. **General Rules of Interpretation: Unless the context otherwise requires:**

    a) a reference to a clause, party, annex or attachment is a reference to a clause of the Agreement, and a party, annex or attachment to, the Agreement and a reference to the Agreement includes a reference to any annex and/or attachment thereto attached;

    b) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, byelaw, decision, directive or judgment and is a reference to that law as amended, consolidated or replaced;

    c) reference to a document includes all amendments or supplements to that document, or replacements of it;

    d) a reference to an agreement, other than the Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, in writing;

    e) where the day on or by which something must be done is not a Business Day in Malta, that thing must be done on or by the first following Business Day;

    f) where the word 'including' or words to the same effect are used, this shall be taken to mean 'including but not limited to;'

    g) a reference to a gender, applies to all genders;

    h) the singular tense shall include the plural and vice-versa;

    i) headings to clauses in the Agreement are for convenience only and shall not affect the interpretation of the Agreement;

    j) a reference to a Party includes a reference to his successors in title and permitted assigns

    k) a reference to a person shall include a reference to an individual, firm, body corporate, association, government or governmental authority.

Client acknowledges that GO is appearing hereon in its own name and for and on behalf of any and all of its subsidiary and/or affiliate companies, and that any rights being herein acquired by GO can to the fullest extent permitted by law be exercised by any of GO's subsidiary and/or affiliate companies

I confirm that I have read and fully understand the above Terms and Conditions

Name & Surname _____ **Signature** _____