

LEGAL POLICY FRAMEWORK

Oukitel (Mauritius) Co. Ltd. · Consumer Protection and Regulatory Compliance

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PREFACE

This Legal Policy Framework sets out the legal basis governing all commercial transactions, warranty obligations, repair services, and consumer protections offered by Oukitel (Mauritius) Co. Ltd., trading as Military Mobiles. It is established in compliance with, and for the protection of rights conferred by, the following instruments:

- Code Civil Mauricien (CCM): Articles 1101, 1108, 1109, 1116, 1129, 1131, 1134, 1135, 1147, 1148, 1178, 1184, 1234, 1316-1 *et seq.*, 1322, 1382, 1383, 1583, 1602, 1604, 1615, 1641, 1642, 1645, 1646, 1648, 1788
- Value Added Tax Act 1998 (VAT Act): Sections 5, 19 and 20
- Electronic Transactions Act 2000 (ETA 2000): Sections 5 and 12
- Consumer Protection Act 1991 (CPA 1991): Substantive provisions on misleading representations and unfair trade practices, with the Consumer Affairs Division of the Ministry of Commerce as enforcement authority
- Data Protection Act 2017 (DPA 2017): Obligations of registered data controllers, including lawful basis, data minimisation, security, confidentiality, and breach notification
- Information and Communication Technologies Act 2001 (ICT Act 2001), as amended
- ICTA Dealer's Licence Conditions 8, 9(a), 9(c), 10(b), 10(c), 10(d) and 10(e), with Condition 21 and other revisions applicable from December 2026 noted where relevant

Every procedure and policy described in this Framework exists primarily to protect the rights and interests of the consumer. Each clause is cross-referenced to its governing legal authority so that the consumer can verify the basis of every obligation and protection at any time.

This Framework is intended to operate as a balanced legal instrument. It sets out the seller's obligations alongside the buyer's rights, and the buyer's obligations alongside the seller's rights, with each cross-referenced to the relevant statutory or regulatory authority. In accordance with Article 1602 CCM, any obscure or ambiguous clause in this Framework is to be interpreted against the seller. Where the buyer has rights under the law that exceed any limitation expressed in this Framework, those statutory rights prevail. The Framework cannot, and does not purport to, displace consumer rights conferred by law.

1. CONTRACT FORMATION AT POINT OF SALE

Legal Authority

Article 1101 CCM: A contract is a convention by which one or more persons bind themselves to give, to do, or not to do something.

Article 1108 CCM: Four conditions are essential to the validity of a contract: the consent of the party binding himself; his capacity to contract; a certain object forming the subject-matter; and a lawful cause in the obligation.

Article 1583 CCM: A contract is formed when the parties agree on the thing and the price. Consent may be express or implied from conduct. Payment following communication of terms constitutes implied consent.

Article 1134 CCM: Contracts legally formed have the force of law between the parties and must be executed in good faith.

Article 1135 CCM: Contracts bind parties not only to what is expressly stipulated but to all consequences that equity, usage, or law attach to the obligation by its nature.

Article 1602 CCM: The seller is bound to explain clearly what he obliges himself to. Any obscure or ambiguous clause is interpreted against the seller.

Article 1604 CCM: Delivery is the transfer of the thing sold into the power and possession of the buyer. Delivery encompasses the object together with all that accompanies it in the sealed product package as supplied.

Article 1615 CCM: The obligation of delivery extends to the thing's accessories and to all that has been intended for its perpetual use, including documentation that communicates safety information and the maintenance regime on which the object's rated performance depends.

ICTA Licence Condition 8: The seller shall at all times communicate warranty terms and conditions to the buyer prior to purchase and provide a minimum one-year warranty on all telecommunication equipment sold.

Policy – Point of Sale Transaction Order and Deliverables

In compliance with ICTA Licence Condition 8, all warranty terms are communicated to the buyer prior to purchase. At the point of sale, the following transaction order is completed and the following items are delivered:

- *Step 1:* Delivery of the sealed product box containing: (a) the mobile device itself; (b) a one-page Warranty Summary (hard-copy), expressly identifying warranty exclusions and the buyer's obligations; (c) the User Manual with complete maintenance information and operating instructions; (d) IMEI identification stickers (multiple duplicates) for object identification purposes; (e) manufacturer's accessories, including charger, cable, and any other items supplied by the manufacturer within the sealed box; and (f) reference to the full Warranty Policy accessible at www.oukitel.com.
- *Step 2:* Explicit request to buyer to check and verify if the mobile device functions as per expectations and everything within the box is agreeable to him; including the one-page warranty summary of terms and conditions and complete user manual booklet.
- *Step 3:* Payment by the buyer.
- *Step 4:* Completion of purchase receipt, which affords the buyer three days to review all terms and return the product if dissatisfied. This three-day period exists for the buyer's protection and provides adequate time to understand the full scope of the warranty terms, exclusions, and maintenance obligations before the purchase becomes final. The purchase receipt itself sets out, on its face, a brief of the principal warranty exclusions, giving the buyer immediate notice of the key limitations at the point of sale.

Warranty Coverage and Scope of Accessories. The one-year warranty covers only the mobile device itself (the handset). The warranty does not extend to manufacturer-supplied accessories such as chargers, cables, earphones, protective cases, or any other ancillary items delivered with the device, regardless of whether such items are provided at no cost (free accessories). Free or promotional accessories are provided as supplementary goods only and carry no independent warranty. The buyer takes possession of all accessories in the condition in which they are supplied at the point of sale. Any defect or malfunction in an accessory does not ground a claim against the device warranty.

The seller's duty to explain clearly what it obliges itself to under Article 1602 CCM is discharged by three converging instruments delivered to the buyer at the moment of sale: the on-receipt brief of principal exclusions; the full warranty policy referenced on the receipt; and the User Manual delivered with the object in the sealed product package. The User Manual, which covers general product information, instructions for use, safety warnings, and the maintenance regime on which the object's rated performance depends, is part of the delivered thing under Article 1604 CCM and an accessory destined for the perpetual use of the object under Article 1615 CCM. The buyer accordingly takes delivery of the Manual as part of the contract of sale itself, and is bound to its contents under Articles 1134 and 1135 CCM as consequences of the accepted terms, irrespective of personal awareness of any individual line.

Contractual Acceptance and Binding Effect. Payment by the buyer, following communication of warranty terms, constitutes implied consent under Article 1583 CCM. Retention of the product beyond the three-day period without objection constitutes full contractual acceptance under Article 1134 CCM. The buyer is thereby bound to all consequences of those terms under Article 1135 CCM, including the obligation to follow the prescribed Warranty Claim Procedure as a precondition to any warranty remedy and the user maintenance obligations communicated in the User Manual delivered with the object. The purchase receipt references the full warranty policy at www.oukitel.com and constitutes the buyer's Proof of Purchase for all future claims.

Consumer Protection Note

The three-day return period, the warranty terms, and the claims procedure all exist for the buyer's benefit. Clear communication of terms before payment ensures the buyer is fully informed before committing. Payment is legally sufficient to constitute acceptance – no additional signature is required. The buyer's payment, combined with the issued receipt, constitutes a complete and legally binding record of the transaction.

2. WARRANTY COVERAGE, EXCLUSIONS AND BURDEN OF PROOF

Legal Authority

Article 1641 CCM: The seller is bound by the warranty against hidden defects in the thing sold which render it unfit for the use for which it was intended. The defect must have existed prior to the sale and must not have been apparent at the time of purchase. The burden of proof lies with the buyer.

Article 1645 CCM: A seller who knew of the defects in the thing is bound, beyond restitution of the price received, to compensate the buyer for all damages occasioned. Mauritian and French jurisprudence consistently apply, in the case of a professional seller, a presumption of knowledge of hidden defects, given the seller's professional capacity to assess the goods. The presumption is strong and operates against the seller as a matter of consumer protection.

Article 1646 CCM: If the seller did not know of the defects, he is bound only to restitution of the price and the costs of the sale. The benefit of this article is, by jurisprudence, restricted to non-professional sellers; a professional seller is presumed to have known and may not invoke Article 1646.

Article 1642 CCM: The seller is not liable for apparent defects of which the buyer was able to satisfy himself.

Article 1648 CCM: The buyer must bring the action for hidden defects within the applicable period from discovery, which under Mauritian law is a short period (*bref délai*) determined according to the circumstances. This is distinct from the warranty period itself: the warranty period bounds the seller's exposure (one year from the date of purchase, save where extended); the *bref délai* bounds the time within which a buyer who discovers a hidden defect must act. The burden of proof rests with the buyer throughout.

Article 1382 CCM: Every act of a person which causes damage to another obliges the person by whose fault it occurred to make reparation. Damage caused by the buyer's positive act, including but not limited to dropping, exposure to chemical solvents, attempted self-repair, or any other conduct outside the manufacturer's intended use, is the buyer's responsibility.

Article 1383 CCM: A person is responsible not only for damage caused by his own act but also for that caused by his negligence or imprudence. Damage attributable to the buyer's failure to maintain the product in the condition required for its rated performance constitutes an act of imprudence that breaks the causal link between any factory characteristic and the damage found.

ICTA Licence Condition 8: A minimum one-year warranty shall be provided on all telecommunication equipment.

Policy

The warranty covers factory defects only — defects that existed prior to sale, were hidden and not apparent on inspection at the time of purchase, and render the device unfit for its intended purpose, as defined by Article 1641 CCM. The burden of proving all three elements rests with the buyer. Damage arising after the date of sale from user conduct, misuse, liquid ingress, physical impact, or improper maintenance does not constitute a hidden factory defect and is excluded from warranty coverage.

The seller is a professional in the trade of mobile telecommunication devices and accordingly faces, under Articles 1645 and 1646 CCM and Mauritian jurisprudence, a presumption of knowledge of any hidden defect existing prior to sale. The seller acknowledges this presumption openly. The presumption operates only in respect of defects that pre-existed the sale; it does not extend to post-sale damage caused by user conduct, environmental events, or maintenance failure, which fall outside Article 1641 entirely. The seller's defence to any claim under Article 1645 rests on three pillars: (i) the temporal split under Article 1641 itself, which limits the seller's exposure to pre-sale defects; (ii) the manufacturer's quality control conducted prior to import, which provides documentary evidence that the device passed inspection; and (iii) the procedural framework set out in Section 4 of this document, including the free diagnostic, the buyer's right to a free written technical report on request, and the buyer's right to commission an independent MQA Level 4 or higher review at the buyer's own cost — all of which constitute the diligent professional conduct the law requires of a professional seller.

Remedy structure where a factory defect is confirmed. Where the qualified technician engaged for the assessment confirms a factory defect within the warranty period, the remedy is graduated according to the affected component:

- Where the factory defect concerns a component other than the motherboard, that component is replaced at no cost to the buyer.
- Where the factory defect concerns the motherboard, the entire device is replaced with a new unit of equivalent specification at no cost to the buyer.

This structured remedy reflects the principle under Article 1641 CCM that the buyer is to be restored to the position of having received a defect-free thing. Part-level remedy is sufficient for part-level faults; whole-device remedy is provided where the structural core of the device is implicated.

Physical damage documented and acknowledged at the time of submission constitutes an apparent condition under Article 1642 CCM and cannot found a warranty claim. Where a buyer's positive act causes damage to the product, including dropping, exposure to chemical solvents, attempted self-repair, or any conduct outside the manufacturer's intended use, that damage is attributable to the buyer under Article 1382 CCM. Where a buyer's failure to maintain the product in accordance with manufacturer instructions — including failure to keep port seals, port covers, and protective components in proper condition — enables liquid ingress or physical damage, that failure constitutes negligence or imprudence under Article 1383 CCM. In either case, the buyer's own conduct breaks the causal chain between any factory characteristic and the damage found, placing sole responsibility for that damage with the buyer.

The buyer bears the burden of proof throughout and must produce independent evidence of a hidden factory defect existing prior to the date of sale. An assertion unsupported by independent assessment cannot discharge that burden. A buyer who discovers a defect believed to be a hidden factory defect must bring the action within the short period (*bref délai*) from discovery required by Article 1648 CCM. For the avoidance of any uncertainty, the seller defines this period for the purposes of this Framework as twelve months from the date of discovery, with the further constraint that no action may be brought after the expiry of the warranty period itself. Delay between discovery and action beyond twelve months may itself defeat the claim, independently of any other defect in its substance. The seller's exposure is bounded both by the warranty period and by the buyer's duty to act promptly upon discovery.

Consumer Protection Note

The warranty exclusions reflect the legal definition of hidden defect under the CCM. They are not arbitrary limitations but boundaries established by law to distinguish between the seller's manufacturing responsibility and the buyer's post-purchase usage responsibility. Every buyer who presents a device through the prescribed procedure is entitled to a formal assessment by a qualified technician — it is that assessment, not the seller's initial observation, that determines liability.

3. OBJECT AUTHENTICATION AND IMEI IDENTIFICATION

Legal Authority

Article 1129 CCM: The obligation must have for its object a thing at least determined as to its kind. A warranty or repair obligation may only arise in respect of a specifically identified thing — a *corps certain* — whose identity is established at the time of submission.

Article 1322 CCM: A private deed acknowledged by the party against whom it is produced has, between those who signed it, the same force as an authentic act.

Article 1108 CCM: A valid contract requires a certain object. No contract of assessment or repair can be formed without bilateral identification and acknowledgment of the specific object to be assessed or repaired.

Policy

Every warranty claim or repair submission relates to a specific, individually identified object — a *corps certain* — whose unique legal identity is established by its IMEI number(s). The IMEI is the sole means of positively linking the object presented for assessment to the object sold under the original contract of sale. No warranty or repair obligation arises unless the object is formally identified by its IMEI on the Warranty Claim Form and bilaterally acknowledged by both parties at the time of submission.

Buyer's Primary Responsibility for IMEI Identification. It is the buyer's responsibility to preserve and provide the IMEI number at the time of claim submission. The buyer may satisfy this requirement through any of the following means, entirely within the buyer's control:

- **IMEI Sticker:** The IMEI sticker affixed to the device body at the point of sale. Preservation of this visible label is part of the buyer's care of the object during the warranty period and is a fundamental responsibility during ownership.
- **Written Confirmation from Manufacturer Sources:** The IMEI printed on the original sealed product box (supplied in three duplicates at point of sale); retrieval of the IMEI through the device's operating system software interface in the buyer's presence; or any other documentation from the original purchase transaction in which the IMEI is recorded.
- **Written Confirmation from Third-Party Verification:** The buyer may provide a written statement, signed and dated, confirming that the IMEI has been verified through Google Device Information, Settings, or other reliable digital source, recorded in the buyer's own presence. This written confirmation, when produced at the time of claim submission, satisfies the IMEI identification requirement.

The buyer is actively supported in IMEI identification by three independent pathways established at the manufacturer level and within the buyer's own control: the IMEI is printed on the original sealed product box (in three duplicates), on a sticker affixed to the device body, and stored within the device software accessible through the operating system. The buyer who retains or accesses any one of these can establish the IMEI of the *corps certain*. Where the buyer approaches the seller for assistance in locating the IMEI through the seller's transaction record, such assistance is provided at no cost.

IMEI Non-Preservation and its Consequences. Where a buyer presents an object with no visible IMEI sticker, a damaged or removed IMEI label, and refuses to permit alternative means of IMEI retrieval (such as software access in the buyer's presence, or production of written third-party verification), no *corps certain* can be identified, the subject-matter of any new contract cannot be formally constituted under Articles 1108 and 1129 CCM, and no warranty or repair obligation arises. The seller cannot accept, assess, or accept liability for an object whose identity cannot be verified.

Where a buyer presents an object without a visible IMEI sticker, IMEI identification may still be established through alternative means by the buyer taking the following steps:

- Access the IMEI through the device's operating system (typically found in Settings > Device Information);
- Record the IMEI in writing, dated and signed by the buyer, alongside a statement that the IMEI has been personally verified in the buyer's own presence;
- Present this written record at the time of claim submission for bilateral acknowledgment on the Warranty Claim Form.

This alternative pathway requires the buyer's active cooperation and initiative. Where a buyer presents an object without a visible IMEI sticker and also refuses to cooperate in retrieving the IMEI through the alternative means identified above, no assessment can proceed and no *corps certain* can be established by any means available to the seller.

The Warranty Claim Form requires both parties to initial the bilateral acknowledgment of the object's identity (confirmed IMEI), physical condition, including any visible damage, scratches, dents, or port condition, at the time of submission. This bilateral acknowledgment, once signed and acknowledged under Article 1322 CCM, carries the full evidential force of an authenticated private act and is binding on both parties as to the state of the object at the moment of submission and to its identity as the corps certain forming the subject matter of any warranty claim.

Consumer Protection Note

IMEI identification protects the buyer as much as the seller. It ensures that the object returned after service is the same object submitted, that the object assessed is the one covered by the buyer's contract of sale, and that no liability can be attributed to the seller for conditions of a different or unidentified object. All products sold by Oukitel (Mauritius) Co. Ltd. carry visible IMEI labels. A buyer who preserves the IMEI label preserves their own warranty rights.

4. WARRANTY CLAIM PROCEDURE – MANDATORY FIRST STEP

Legal Authority

Article 1134 CCM: The Warranty Claim Procedure, communicated and accepted at the point of sale, has the force of law between the parties.

Article 1135 CCM: The buyer is bound to follow the prescribed procedure as a consequence of the terms accepted at purchase.

Article 1147 CCM: The seller is liable for damages for non-performance unless he can prove the non-performance arises from an external cause not attributable to him. Where the failure to perform arises from a cause attributable to the buyer's own act – including refusal to submit the Warranty Claim Form or present the device for inspection – no liability for non-performance attaches to the seller.

Article 1178 CCM: A condition is deemed fulfilled when the party who stands to benefit from it has prevented its accomplishment. A buyer who refuses to participate in the assessment that would establish the condition of a factory defect cannot invoke that condition in his favour.

Article 1602 CCM: The seller is bound to explain clearly what he obliges himself to. The diagnostic findings, the proposed remedy, and any cost implications must be communicated to the buyer in terms the buyer can understand.

ICTA Licence Condition 10(b) (applicable from December 2026): All repair and warranty assessments must be conducted by a technician holding at minimum a National Certificate Level 4 in Consumer Electronics Servicing or Industrial Electronics, certified by the MQA.

ICTA Licence Condition 10(c): All repairs shall be effected in accordance with the manufacturer's policy.

ICTA Licence Condition 10(e): The seller shall honour the warranty declared to the buyer.

Policy – Procedural Workflow

Every warranty claim is processed according to a defined workflow. The workflow operates on a presumption of factory defect from the moment a buyer presents an object for assessment under the procedure, and that presumption is maintained until rebutted by signed technical evidence. The procedure is free of charge to the buyer at every step from presentation through diagnostic finding.

Four Pillars of Contract Formation Applied to Warranty Assessment. The warranty assessment obligation under Article 1108 CCM requires satisfaction of four essential conditions. Each is addressed within the procedure:

- **Consent of the Parties:** Both the buyer and the seller must agree to proceed with assessment. This consent is expressed through the buyer's voluntary submission of the device and signature on Part A of the Warranty Claim Form, and the seller's acceptance of the device for diagnostic.
- **Capacity of the Parties:** The buyer must be of legal capacity; the seller must be properly licensed and authorised under the ICTA Dealer's Licence. This condition is satisfied by operation of law and regulatory status.
- **Certain Object (Corps Certain):** The device must be specifically and individually identified by IMEI number, bilaterally acknowledged by both parties on the Warranty Claim Form at the time of submission. This is the prerequisite to any new contract relating to assessment or repair.
- **Lawful Cause:** The assessment serves the lawful cause of determining whether a factory defect exists, in compliance with warranty obligations under Article 1641 CCM and ICTA Licence Conditions. This cause is disclosed in full to the buyer.

Where all four pillars are satisfied and both parties proceed with assessment under the prescribed procedure, a valid contract of assessment is formed, and the seller's obligations and the buyer's rights attach fully. Where any one of the four pillars is not satisfied, no contract of assessment can be formed, and no warranty obligation can arise.

Principle of Mutual Consent in Assessment and Remedy. The warranty assessment and any remedial action depend fundamentally on mutual consent, freely given by both parties. With mutual consent present, actions undertaken to

achieve warranty resolution are deemed concluded as binding and effective, not limited to any particular technical liability or diagnostic restriction. This principle is established under Article 1134 CCM and expresses the binding force of consensually-agreed remedial pathways.

In practical terms, this means: (1) where the buyer and seller mutually agree to a proposed remedy (replacement of component, full device replacement, or paid repair at negotiated rates), that agreement is binding and enforceable, and neither party may later contest it except on grounds of fraud or misrepresentation; (2) the seller's technical finding, if disputed by the buyer, may be independently verified by a third-party MQA-qualified technician, and where both parties then mutually accept the independent finding, that acceptance is final and binding; (3) where assessment is undertaken with the buyer's active participation and both parties jointly acknowledge the state of the device at each stage, those jointly-witnessed findings are binding mutual admissions under Article 1322 CCM and cannot be later unilaterally repudiated.

Step 1 — Mutually witnessed video record. On presentation of the object, a video record is made of the object's state and condition in both parties' presence, before any contact with the object. The video documents the visible physical state of the object including any physical damage, scratches, port condition, and external markings.

Step 2 — Signed acknowledgment of state and condition. Following the video, the buyer and the seller's representative complete and sign Part A of the Warranty Claim Form, recording: (i) the IMEI numbers of the object as the unique identifier of the device certain under Article 1129 CCM (with bilateral acknowledgment of the IMEI source where the IMEI sticker is absent or illegible); (ii) the buyer's usage information including any prior submersion, drop, repair, or modification, in the buyer's own hand; (iii) the buyer's description of the fault in the buyer's own words; and (iv) bilateral signature confirming the visible physical state recorded on the video. The signed Form is a private deed under Article 1322 CCM, having between the signatories the same legal force as an authentic act.

Step 3 — Surrender of the object for free diagnostic. Following the signed acknowledgment, the buyer surrenders the object to the seller for free technical diagnostic. The diagnostic is conducted by the qualified technician engaged for the assessment, who reports findings to the seller; the seller in turn communicates the findings to the buyer. The diagnostic is free of charge regardless of its outcome.

Step 4 — Communication of findings. The seller communicates the diagnostic finding to the buyer: either factory defect, or user damage. The communication discharges the seller's duty under Article 1602 CCM to explain clearly what is established and what consequences follow.

Note on Liquid Contact Indicator (LCI) Activation: Where internal inspection reveals an activated Liquid Contact Indicator (a permanent, irreversible sensor that activates only upon contact with liquid), the presence of the activated LCI constitutes objective physical evidence of liquid ingress under Article 1315 CCM. Where an LCI is activated, liquid damage has occurred. The activation is permanent and cannot be reversed or disguised; it is an objective fact independent of any party's assertion or visible physical evidence. Where damage from activated LCI is present, the condition of the liquid damage exclusion under Article 1643 CCM has been satisfied, and any factory-defect diagnosis becomes impossible because the liquid ingress has compromised or destroyed the very evidence required to distinguish a pre-existing factory defect from post-sale liquid damage. The buyer is informed that the activated LCI precludes any meaningful diagnosis of an underlying factory defect, as the liquid damage has obliterated the diagnostic record. This finding is communicated to the buyer in full.

Step 5 — Remedy or paid repair option.

- *Where factory defect is confirmed:* the remedy is structured as set out in Section 2 of this Framework. Where the defect concerns a non-motherboard component, that component is replaced at no cost. Where the defect concerns the motherboard, the entire device is replaced with a new unit of equivalent specification at no cost. The buyer bears no cost.
- *Where user damage is identified:* the buyer is informed of the cost of out-of-warranty paid repair. The buyer may accept the paid repair, decline and collect the object as it is, or, before accepting or declining, request a free written technical report from the technician who performed the diagnostic (see Step 6). The buyer's decision is recorded.

Step 6 — Buyer's right to a free written technical report on request. Following a finding of user damage, the buyer is entitled at no cost to request a written technical report from the technician who performed the diagnostic, signed by that technician, setting out the diagnostic findings in sufficient detail to support independent cross-verification by another qualified technician. The right is exercised on request and is communicated to the buyer at the time of the diagnostic finding.

Step 7 — Buyer's right to commission independent technical review. The buyer is entitled at any stage prior to repair to commission an independent technical review of the object by a third-party technician holding a minimum MQA National Certificate Level 4 qualification in Consumer Electronics Servicing or Industrial Electronics, or higher. The cost of the independent review is borne by the buyer. The seller does not impede the buyer's exercise of this right and will release the object against bilateral acknowledgment of its state at release.

Policy — Standing Procedural Commitments

For every warranty claim and paid repair presented under the documented procedure set out above, the seller makes (i) a bilateral video record of the object's physical condition at presentation, (ii) a signed Warranty Claim Form bearing the device IMEI and the buyer's description of the alleged condition, and (iii) a record of the technician's diagnostic finding. These records are not exceptional; they are routine. The records are retained for a minimum period of three years from

the date of the relevant claim or repair, in accordance with Article 1316-1 CCM and the seller's documentary obligations under the ICTA Dealer's Licence.

Policy — Where the Buyer Does Not Follow the Procedure

A buyer who does not follow the prescribed procedure — by refusing to permit the video record, refusing to sign Part A of the Warranty Claim Form, refusing to permit bilateral IMEI acknowledgment, or refusing to surrender the object for the free diagnostic — has, by his own act, made any formal assessment impossible. Under Article 1147 CCM, no liability for non-performance attaches where the failure is attributable to the other party's act. Under Article 1178 CCM, a buyer who prevents the assessment of the condition on which a warranty remedy depends cannot invoke that condition in his favour. The seller's obligation to remedy is suspended, not extinguished, until the buyer complies with the procedure or until the warranty period expires by effluxion of time, whichever comes first.

Consumer Protection Note

The Warranty Claim Procedure is not a barrier to the buyer's rights. It is the mechanism by which those rights are properly and formally exercised. The procedure is free of charge to the buyer at every diagnostic step. The presumption of factory defect operates in the buyer's favour throughout. The right to a free written technical report on request, and the right to commission an independent MQA-qualified review, are protections specifically designed to ensure the buyer can challenge any finding the buyer disputes. A buyer who follows the procedure is entitled to all of these protections. A buyer who declines the procedure declines them.

5. ENGAGEMENT OF TECHNICAL PERSONNEL AND ALLOCATION OF RESPONSIBILITY

Legal Authority

ICTA Licence Condition 10(b) (applicable from December 2026): All repair and warranty assessments must be conducted by a technician holding at minimum a National Certificate Level 4 in Consumer Electronics Servicing or Industrial Electronics, as certified by the MQA.

ICTA Licence Condition 10(c): Repairs shall be effected in accordance with the manufacturer's policy.

ICTA Licence Condition 10(d): Good quality and genuine spare parts shall be used and good engineering practices applied to guarantee safety.

ICTA Licence Condition 10(e): The seller shall honour the warranty declared to the buyer.

Article 1779 CCM: Three principal kinds of *louage d'ouvrage et d'industrie* are recognised, including the *contrat d'entreprise*, by which one party undertakes to perform a defined work for another for an agreed price. The relationship between a principal contractor (*entrepreneur principal*) and a subcontractor (*sous-traitant*) is constituted within this framework, where the principal contractor engages the subcontractor to perform all or part of the works he has himself undertaken to perform for his client.

Article 1787 CCM: The *louage d'ouvrage* is distinguished according to whether the worker (*ouvrier*) supplies only his work and skill, or also the materials. The legal regime adapts to the nature of the supply.

Article 1788 CCM: The *réception des travaux* marks the formal transfer of the works to the party who commissioned them and is the moment from which liability for ordinary risks shifts.

Article 1147 CCM: The debtor of a contractual obligation is liable in damages for non-performance, save where the non-performance results from a cause that cannot be imputed to him. The subcontractor's obligations to the principal contractor under the *contrat d'entreprise* engage his *responsabilité contractuelle* on this basis.

Articles 1382–1383 CCM: *Responsabilité délictuelle* for fault, negligence, or imprudence (*faute professionnelle*) attaches personally to any person whose act causes damage to another. This responsibility operates in parallel with contractual responsibility and is not extinguished by the existence of a subcontracting relationship.

Policy — The Seller as Entrepreneur Principal

The seller, in its capacity as licensee under the ICTA Dealer's Licence and as contractual counterparty to the buyer under the *contrat de vente* and any subsequent *contrat d'entreprise* for paid repair, acts as *entrepreneur principal* (principal contractor) in respect of all warranty assessments, repair services, and related technical works. The buyer's contractual rights, claims, and remedies arising under the contract of sale or under any subsequent contract for repair subsist against the seller in this capacity.

Policy — Engagement of Qualified Technical Personnel as Sous-Traitants

The seller engages qualified technical personnel as *sous-traitants* (subcontractors) for the performance of warranty assessments and repair services. The technician engaged for the performance of any specific works performs those works

in his own professional capacity, applying his own qualifications and the manufacturer's service specifications. The technician retains his *autonomie professionnelle* (professional autonomy) and his own *responsabilité contractuelle* and *responsabilité délictuelle* for the work he performs.

The seller engages only technicians whose qualifications and competence have been verified prior to engagement, in accordance with the standards mandated under ICTA Licence Condition 10(b) (from December 2026, the Level 4 MQA certification standard) and the professional standards applicable to consumer electronics servicing in Mauritius. The seller maintains a record of the qualifications of each technician engaged, available for inspection by regulatory authorities on request.

Policy — Allocation of Responsibility Between Seller and Subcontractor

The seller and the technician each bear distinct obligations, operating in parallel:

- The seller, as *entrepreneur principal*, is responsible to the buyer for the integrity of the warranty and repair service, in accordance with its obligations under the contract of sale and under ICTA Licence Conditions 10(c) and 10(e). The buyer's recourse for any concern arising from a service is against the seller in its capacity as licensee and contractual counterparty.
- The technician, as *sous-traitant*, is responsible to the seller for the performance of the works in accordance with the manufacturer's service specifications and the engineering practices mandated under ICTA Licence Condition 10(d). The technician's *garantie professionnelle* (professional warranty) attaches personally to the work performed.

This allocation reflects the distinct legal positions of the parties and the parallel operation of contractual and regulatory obligations. Both sets of obligations are operative; neither displaces the other.

Policy — Parts Allocation and Importation Control

The seller, as brand-holder and importer of record for the products it supplies, is the source of all spare parts used in repair work performed under its dealer's licence. Parts are imported through controlled channels and supplied directly by the seller to the technician engaged for the performance of the works. The technician engaged for the performance of the works installs the parts supplied by the seller and is not authorised to source or substitute parts of his own.

This allocation produces a corresponding division of responsibility:

- The seller bears responsibility to the buyer for the genuineness and quality of the parts supplied, including the obligation under ICTA Licence Condition 10(d) regarding good quality and genuine spare parts in respect of parts originating from the seller's controlled supply chain.
- The technician bears responsibility for the quality of installation in accordance with the manufacturer's service specifications. The technician's professional obligation under ICTA Licence Condition 10(d) is discharged, in respect of any part supplied by the seller, by installing that part properly to the manufacturer's specifications.

The seller may verify, at any time and at its discretion, the integrity of any installation performed under its licence, including by inspection of the installed components against the parts supplied.

Policy — Parts Warranty on Paid Out-of-Warranty Repairs

Spare parts supplied by the seller and replaced in the course of a paid out-of-warranty repair carry a warranty against hidden manufacturing defects in the part itself, for a period of six months from the date of the repair invoice (the *garantie sur pièce détachée*). The parts warranty operates independently of, and alongside, the original device warranty under the contract of sale.

The exclusions stipulated under Article 1643 CCM in respect of the original device warranty apply equally to the parts warranty. The parts warranty does not extend to:

- Damage caused by liquid contact, including damage evidenced by an activated Liquid Contact Indicator;
- Damage caused by physical impact, drop, crushing, or external shock;
- Damage caused by maintenance failure on the part of the buyer, including failure to follow the maintenance regime set out in the User Manual;
- Damage caused by unauthorised modification, repair attempted by a person not engaged by the seller, or use of non-genuine parts not supplied by the seller;
- Conditions arising from causes after the date of installation that are unrelated to the part itself.

The terms of the parts warranty, including its duration, scope, and exclusions, are disclosed in writing on the invoice issued at the time of paid repair. The buyer's right of rescission applies in the same manner as for the original sale: the buyer may, within three days of the paid repair, return the device for refund of the repair fee if the buyer is dissatisfied with the repair as performed. After three days without objection, the parts warranty becomes binding under Articles 1134 and 1135 CCM.

A claim under the parts warranty is presented through the same procedure as a claim under the original device warranty, as set out in Section 4 of this Framework. The burden of proof allocation under Article 1641 CCM applies: the buyer must establish that the failure complained of is in the part installed and is not attributable to liquid damage, physical impact, maintenance failure, or any other excluded cause.

Policy — Authoritative Determination of Fault

The assessment of any fault is conducted by the technician engaged for the performance of the assessment, in accordance with the manufacturer's policy as required by ICTA Licence Condition 10(c) and applying the engineering practices required by Condition 10(d). The assessment proceeds from the objective physical and technical examination of the object and applies criteria established by the manufacturer's service specifications. No warranty liability can be established, and no warranty remedy required, except on the basis of a qualified technical assessment confirming a factory defect within the scope of the warranty.

Where the buyer wishes to verify or contest the technician's determination, the buyer is entitled to the procedural rights set out in Section 4 of this Framework, including the right to a free written technical report on request and the right to commission an independent technical review (*contre-expertise*) by a third-party technician of equivalent or higher qualification. These rights ensure that the determination is open to independent professional scrutiny at the buyer's election.

Policy — Standards Governing Service

All warranty and repair services performed under this Framework are governed by:

- The manufacturer's service specifications, which prescribe the diagnostic protocols and acceptable repair methods for each class of fault;
- The professional standards applicable to consumer electronics servicing in Mauritius, including, from December 2026, the Level 4 MQA certification standard formally mandated under ICTA Licence Condition 10(b);
- The good engineering practices and the use of good quality and genuine spare parts required by ICTA Licence Condition 10(d), the seller's parts allocation arrangement satisfying the latter requirement at the supply stage;
- The seller's documented operational protocols, including diagnostic procedures and bilateral acknowledgment of object condition at each stage of service.

Compliance with these standards is the basis upon which the buyer is entitled to rely on the integrity of any service performed.

Consumer Protection Note

The buyer benefits from a structure in which both the seller, as licensee and *entrepreneur principal*, and the technician engaged for the performance of any specific works, as *sous-traitant*, are held to professional standards mandated by regulation. The seller's role as licensee and contractual counterparty ensures that the buyer always has a clear, identifiable party to address for any concern arising from the warranty or repair service. The technician's professional autonomy and his own qualifications ensure that the work itself is performed by a qualified professional applying objective standards.

6. RECEPTION OF COMPLETED WORKS AND PAYMENT SECURITY

Legal Authority

Article 1788 CCM: Where repair services have been completed and the buyer has taken possession of the repaired object and paid the agreed sum without reservation as to the hardware repairs performed, reception of the completed works is confirmed. Any material change in the condition of the object arising after confirmed reception cannot be attributed to the seller.

Article 1134 CCM: Where a buyer accepts a repaired device, having tested it and paid the agreed price without reservation, the agreement of acceptance has the force of law between the parties.

Article 1583 CCM: Acceptance may be express or implied from conduct. Taking possession, testing a device, and paying for the repair constitutes implied acceptance of the completed works.

ICTA Licence Condition 10(e): The seller shall honour the warranty declared to the buyer in relation to the service provided.

Policy

Upon completion of any repair service, reception of the completed works occurs in two distinct stages. First, the seller, as *entrepreneur principal*, receives the works from the technician engaged for their performance, on completion of the agreed work in accordance with the manufacturer's specifications. Second, the buyer, as customer, receives the device from the seller, on testing the device in the presence of the seller's representative, paying the agreed sum without reservation, and taking possession.

The buyer shall be invited to test the device in the presence of the seller's representative before departure. Part B of the Warranty Claim Form records the hardware faults repaired, the in-store test result, any remaining software issues and their communicated solution, and the buyer's acceptance. Where the buyer takes possession, tests the device, and pays

the agreed repair price without reservation as to the hardware repairs performed, that payment and collection constitute confirmed reception of the completed hardware works under Article 1788 CCM, binding between the parties under Article 1134 CCM.

Once reception is confirmed under Article 1788 CCM, any material change in the condition of the object arising after that point is attributable to the buyer's own subsequent possession, use, or conduct, and not to the seller. No liability attaches to the seller for any condition of the object arising after confirmed reception. Software issues identified during repair and communicated to the buyer at collection remain the buyer's exclusive responsibility as device owner. A transaction record is issued at the point of payment. Where a transaction is subject to a genuine dispute as to its nature, a formal VAT invoice is issued upon resolution, in compliance with Section 5 of the VAT Act, which defines the time of supply as whichever is earlier: a valid invoice issued or payment unambiguously received. The buyer is at all times entitled to a compliant VAT invoice and may request one at support@oukitel.com.

Consumer Protection Note

The in-store test before departure exists for the buyer's benefit – to ensure any concern can be raised immediately before collection. The documentation of remaining software issues and their solutions ensures the buyer leaves fully informed. Reception under Article 1788 CCM is a protection for both parties: it confirms exactly what was delivered, in what condition, and at what point responsibility transferred. The buyer's own act of payment is legally sufficient confirmation that the hardware works were received.

7. DATA PROTECTION: BUYER'S BACKUP OBLIGATION AND SELLER'S CONTROLLER DUTIES

Legal Authority

Article 1134 CCM: The warranty policy, accepted at the point of sale, has the force of law between the parties. The data backup obligation communicated in the warranty policy is binding on the buyer from the moment of contractual acceptance.

Article 1135 CCM: The buyer is bound to all consequences of the accepted terms, including the obligation to back up personal data prior to submission of any device for service.

Article 1108 CCM: The data backup and remote erasure options available to the buyer constitute adequate means by which the buyer can exercise informed consent to the service contract without any compromise of personal data – means that are entirely within the buyer's own control.

Data Protection Act 2017: The seller is registered with the Data Protection Office of Mauritius as a data controller. The Act imposes obligations on registered controllers including: (a) lawful basis for processing personal data; (b) data minimisation, requiring that data collected be limited to what is necessary for the stated purpose; (c) security and confidentiality of personal data held; and (d) breach notification to the Data Protection Office and affected individuals where applicable.

Policy – Seller's Data Controller Duties

The seller is registered with the Data Protection Office of Mauritius as a data controller and complies with the Data Protection Act 2017 in all data handling.

Lawful basis and data minimisation. The personal data the seller collects from the buyer is limited to: the buyer's name and contact information as recorded on the purchase receipt; the IMEI and serial numbers of the object sold; and any technical or service information relevant to a specific warranty claim. The lawful basis for collection is the performance of the contract of sale and the provision of warranty services to the buyer. Data is not collected for any other purpose and is not processed beyond what is necessary for warranty administration and statutory record-keeping.

Data on the device itself. Personal data stored by the buyer on the device (contacts, messages, photographs, documents, application data) is the buyer's personal data, accessed by the technician engaged for the diagnostic only to the limited extent strictly necessary for diagnostic and repair purposes, and only after the buyer has surrendered the device for assessment under the prescribed procedure. Such data is treated as confidential. The seller does not copy, retain, or share data found on the device.

Security and confidentiality. The seller maintains appropriate technical and organisational measures to protect personal data held in connection with warranty services. Access to the buyer's personal data is restricted to personnel with a clear operational need.

Breach notification and Buyer Data Protection Contact. In the event of a personal data breach affecting the buyer, the seller will notify the Data Protection Office and the buyer in accordance with the requirements of the Data Protection Act 2017. The buyer may contact the seller regarding any data protection concern, request, or complaint using the following contact details:

- **Email:** support@militarymobiles.com (Data Protection inquiries)
- **Telephone:** [Insert seller's phone number] (Data Protection inquiries)

- **Physical Address:** 10 Dr Emile Duvivier Street, Beau Bassin, Mauritius

The buyer may also lodge a complaint with the Data Protection Office of Mauritius directly if the buyer believes the seller has mishandled personal data or failed to comply with the Data Protection Act 2017.

Policy — Buyer's Backup Obligation

It is the buyer's sole responsibility to back up all personal data — including contacts, messages, photographs, documents, and application data — before submitting any device for any warranty or repair service. This obligation is stated in both the warranty policy and the Factory Warranty Policy, both of which the buyer accepts at the point of purchase. The seller accepts no responsibility for any loss, corruption, or deletion of personal data arising during or as a result of any service. The buyer's backup obligation operates in parallel with, and is not displaced by, the seller's data controller duties under the Data Protection Act 2017.

Refusal to submit a device for inspection on grounds of data privacy does not constitute a valid basis for suspending the inspection requirement. The buyer has the following options, all entirely within the buyer's own control at no cost, prior to submission:

- Automatic cloud backup via Google One or any other cloud service using the buyer's own account credentials, performable from any connected device;
- Manual backup to a computer or external storage device;
- Remote erasure of all personal data via the buyer's Google account, which may be performed from any internet-connected device without surrendering the device to any third party, ensuring no personal data is accessible at the time of submission.

A buyer who has backed up or remotely erased personal data has no data privacy interest that is compromised by submission of the device for assessment. A buyer who declines all three options and cites data privacy as a reason not to submit the device has exercised a personal choice — not encountered a barrier imposed by the seller.

Consumer Protection Note

The data backup obligation and the seller's controller duties operate together for the buyer's protection. The buyer's backup obligation ensures that, regardless of the outcome of any service, no personal information is at risk of loss. The seller's controller duties ensure that any data accessed during service is treated lawfully, confidentially, and minimally. Service and repair, by their nature, may require limited access to the device's storage, software state, or operating system; that limited access is conducted under the discipline of the Data Protection Act 2017 and the seller's registration with the Data Protection Office.

8. IP RATING, USER MAINTENANCE, AND LIQUID DAMAGE

Legal Authority

Article 1641 CCM: The warranty covers only hidden defects existing prior to sale. Liquid ingress arising from user conduct or maintenance failure is not a hidden factory defect.

Article 1642 CCM: The seller is not liable for apparent defects the buyer was able to identify. Physical damage to port seals, port covers, or protective components — documented at submission — constitutes an apparent condition known to the buyer.

Article 1382 CCM: Every act of a person which causes damage to another obliges the person at fault to make reparation. This article applies symmetrically: a buyer's positive act causing damage to the device falls under it, and so does any positive act by the seller (such as a botched repair) causing damage to the buyer.

Article 1383 CCM: Responsibility extends not only to one's own act but to negligence or imprudence. The buyer's failure to maintain the device per the User Manual is imprudence breaking the causal link between any factory characteristic and the damage found. Symmetrically, negligent diagnosis or repair execution by the seller would constitute imprudence on the seller's part.

Article 1148 CCM: The seller is excused from liability for non-performance only by force majeure — an external event that is unforeseeable, irresistible, and external to the seller. Ordinary use of the device by the buyer is not force majeure. Equally, a buyer's own conduct (drop, submersion beyond rated conditions, failure to maintain port seals) is not force majeure as to the seller's warranty obligation; it is the buyer's own act under Article 1382 or imprudence under Article 1383. Force majeure operates narrowly and is not a substitute for the buyer-conduct analysis under Articles 1382 and 1383.

Article 1184 CCM: The right to seek resolution of a synallagmatic contract arises where one party does not perform his obligation. This article is acknowledged as a buyer's remedy, with the bounds set out below: it operates only where the seller has failed to perform a contractual obligation, and not where the seller has performed (assessment, repair, reception) or has been prevented from performing by the buyer's own conduct.

Article 1178 CCM: A condition is deemed fulfilled when the party who would benefit from it has prevented its accomplishment.

Policy

IP Rating: Definition and Scope. An IP rating (including IP68 and IP69K) is an international laboratory standard certifying performance under controlled test conditions with a device maintained in proper physical condition. It is not a manufacturer's warranty and does not constitute an unconditional guarantee against water damage in real-world conditions. The IP rating certifies performance as delivered from the factory; it does not warrant performance after any period of user handling, physical wear, or maintenance failure.

The manufacturer's certified IP rating is achieved under the following conditions: (a) the device is used in accordance with manufacturer instructions; (b) all protective components, including port covers, seals, and protective membranes, are intact and in proper condition; (c) any damage to protective seals is immediately repaired or the device is not exposed to water; and (d) the device has not been subject to physical impacts or stress that might compromise the integrity of protective seals. An IP rating applies to the device as delivered; it does not cover degradation resulting from user handling, storage, or maintenance practices.

Maintenance Regime and Buyer Obligations. IP-rated water resistance depends entirely on the integrity of physical seals, port covers, and protective components. The User Manual, delivered as part of the sale and accepted by the buyer under Article 1135 CCM, sets out the specific maintenance obligations required to preserve the device's rated water resistance. These obligations include:

- *Port Inspection:* Regular visual inspection of charging ports, audio jacks, SIM card slots, and any other exposed port to ensure seals are intact and no cracks, gaps, or deformation is present;
- *Seal Preservation:* Ensuring port covers and protective caps remain in place and undamaged. Where a port cover is lost or damaged, the device must not be exposed to water until the cover is replaced;
- *Port Cleaning:* Removal of dust, sand, debris, or any foreign material that might obstruct or degrade seals. Cleaning must be done with care to avoid introducing particles into port seals;
- *Moisture Prevention:* Avoiding exposure to water, rain, or high-humidity environments if any port seal degradation is visible or suspected;
- *Temperature Protection:* Avoiding extreme temperature variations, which can cause material expansion and contraction that compromises seal integrity;
- *Physical Protection:* Protecting the device from drops, impacts, or crushing forces that might compromise port seal integrity;
- *Drop Prevention:* Avoiding any drop from any height, as impacts at port seals can cause micro-fractures in protective seals and degradation of water resistance.

Compliance with these maintenance obligations is essential to preserve the buyer's warranty rights in relation to liquid damage exclusions. A buyer who fails to maintain the device in accordance with these requirements cannot invoke the IP rating as a basis for claiming warranty coverage where liquid ingress subsequently occurs. The User Manual constitutes the buyer's authoritative reference for these maintenance obligations, and acceptance of the User Manual at point of sale (under Articles 1134 and 1135 CCM) constitutes the buyer's binding commitment to follow these obligations.

Apparent Defects in Port Seals and Maintenance. Where a device is presented for warranty claim with visible physical damage around port covers, dust or debris obstructing port seals, visible deformation or cracks in port protective components, or any condition that compromises the device's ability to sustain its rated protection, liquid ingress resulting from that compromised condition does not constitute a hidden factory defect within the meaning of Article 1641 CCM. The compromised physical condition is an apparent defect under Article 1642 CCM. The buyer's failure to maintain the required physical condition constitutes negligence or imprudence under Article 1383 CCM, breaking the causal link between the IP rating and any liquid ingress.

Liquid Damage Exclusion and its Application. Where a technical assessment confirms liquid ingress on a device whose port seals were physically compromised at the time of submission, the liquid damage exclusion applies under Article 1643 CCM. The warranty obligation is not available where its precondition — a hidden factory defect — has been contradicted by the physical evidence. The activated Liquid Contact Indicator (LCI), if present, constitutes objective evidence of liquid ingress under Article 1315 CCM and is independent of any dispute over the cause of the liquid damage. Under Article 1178 CCM, a buyer who prevented assessment of the condition by refusing to submit the device cannot assert that condition in his favour.

Bounded application of Article 1184 CCM. The right of resolution under Article 1184 CCM operates only where the seller has failed to perform a contractual obligation. It is a real remedy and a buyer entitled to it may invoke it. However, no failure of seller performance arises where: (a) the seller has performed the obligation in question (assessment carried out, repair completed, object delivered, reception confirmed); (b) the seller has been prevented from performing by the buyer's own conduct (refusal to follow the procedure, refusal to surrender the object, refusal of bilateral acknowledgment); or (c) the obligation invoked falls outside the warranty's scope (post-sale damage caused by user conduct, environmental events, or maintenance failure). Article 1184 is not a route by which a buyer may seek to unwind a sale where the seller's conduct has been compliant or where the buyer's own conduct prevented compliance.

Symmetric application of Articles 1382 and 1383 CCM. The seller acknowledges that Articles 1382 and 1383 apply symmetrically. Where the seller's positive act (faulty diagnosis, botched repair, marketing misrepresentation causing buyer loss) causes damage to the buyer, that damage is the seller's *faute* under Article 1382. Where the seller's negligent

execution of a repair or service causes damage, that is imprudence under Article 1383. The seller's defence to any such claim rests on the procedural record itself: signed pre-repair Warranty Claim Form, free diagnostic by qualified technician, communicated finding, the buyer's right to request a free written technical report, the buyer's right to commission an independent MQA-qualified review, and bilateral acknowledgment at every stage. A signed and witnessed procedural record establishes that the seller's conduct was diligent and informed; the absence of such a record on the buyer's side establishes that the buyer did not engage with the procedure that would have generated equivalent evidence. Both apply.

Consumer Protection Note

Buyers of IP-rated devices are strongly advised to: (1) read the User Manual carefully and understand the maintenance obligations required to preserve water resistance; (2) inspect port covers and seals regularly, at least monthly, to detect any damage, cracks, or degradation; (3) clean charging ports and other exposed ports of dust and debris regularly, using a dry, soft brush or cloth; (4) avoid exposing the device to water if any physical damage or seal degradation is visible; and (5) replace any damaged port cover or protective cap immediately before using the device in conditions where water exposure is possible. These steps cost nothing and preserve the buyer's warranty rights in full.

Oukitel (Mauritius) Co. Ltd. will always inspect any device submitted through the prescribed procedure and communicate the technician's findings transparently. A buyer who disagrees with a finding has the right to request an independent technical report at no cost. The maintenance regime is not imposed arbitrarily; it reflects the manufacturer's tested requirements for achieving the certified IP rating in real-world use. Compliance is straightforward, inexpensive, and essential to protecting the device's performance and the buyer's warranty coverage.

9. SOFTWARE, APPLICATION, AND CONNECTIVITY EXCLUSIONS

Legal Authority

Article 1641 CCM: The seller's warranty extends only to hidden defects in the hardware of the device. Software states, application configurations, permission settings, and operating system behaviours are not factory defects within the meaning of Article 1641 CCM.

Article 1134 CCM: A buyer who has accepted the warranty terms is bound by the software exclusions communicated in those terms.

Article 1135 CCM: The buyer is bound to the consequences of the terms accepted, including the responsibility for software, application, and connectivity matters arising from the buyer's own use of the device and its operating system.

Article 1131 CCM: An obligation without cause, or with a false or unlawful cause, can have no effect. A goodwill act, being gratuitous and without consideration moving from the recipient to the seller, has no cause within the meaning of Article 1131 CCM and cannot constitute a binding obligation or extend any existing obligation.

Policy

The following are expressly excluded from warranty coverage and do not constitute hardware defects:

- Software preference settings, application permission states, and operating system configurations — including Android application permission settings governed by Google LLC's Android OS, which are the buyer's own responsibility as Android user;
- Application compatibility issues, firmware behaviour, Bluetooth pairing failures, and any issue arising from the buyer's own device environment, OS version, or third-party application;
- Connectivity features including Bluetooth, Wi-Fi, and application-based monitoring or control, which are provided for user convenience and are not covered by the hardware warranty;
- Any data loss, corruption, or privacy matter arising from device submission, repair, or replacement.

Where a device fault is identified as a software or permission issue rather than a hardware defect, the hardware warranty does not apply. Oukitel (Mauritius) Co. Ltd. may, as a goodwill gesture, assist the buyer in navigating software settings or restoring stock Android defaults. Such assistance does not constitute a warranty obligation, does not vary or waive any term of this Framework, and creates no precedent for any future claim. Under Article 1131 CCM, an obligation without cause has no effect: a goodwill act, being gratuitous and without consideration moving from the buyer to the seller, has no cause and cannot constitute a binding obligation. A goodwill act is therefore not an admission of liability and does not extend or create any warranty obligation.

The Android operating system and its permission framework are the property of Google LLC and are governed solely by the buyer's own agreement with Google as an Android user. No obligation of the seller arises from any Android OS state, permission configuration, or application behaviour.

Consumer Protection Note

Most software issues — including camera permission locks, application access conflicts, and Bluetooth pairing failures — can be resolved by the buyer through standard Android settings without any service visit. Oukitel (Mauritius) Co. Ltd. is always available to assist with guidance at support@oukitel.com. Where any issue has a software cause, the buyer retains full control of the solution without any need to surrender the device.

10. FALSE DECLARATIONS AND MISREPRESENTATION

Legal Authority

Article 1109 CCM: There is no valid consent if that consent was given by error, extorted by violence, or obtained by fraud (*dol*). A claim or contract founded on a misrepresentation of the principal facts is of no effect.

Article 1116 CCM: Fraud (*dol*) is a cause of nullity of the contract when the manoeuvres practised by one of the parties are such that, without them, the other party would not have contracted. Fraud is not presumed; it must be proved.

Article 1108 CCM: The validity of a contract requires genuine consent. A buyer who asserts a factory defect on the Warranty Claim Form knowing the damage to be user-induced has not provided genuine consent to the terms of the assessment and exchange process.

Article 1134 CCM: Contracts must be executed in good faith. A buyer who presents inconsistent factual accounts in different proceedings has not acted in good faith.

Policy

The Warranty Claim Form requires the buyer to certify that all information provided is true and correct. The buyer expressly acknowledges on the Form that providing false information may render them liable for prosecution. The signed Warranty Claim Form is a private deed acknowledged by the buyer under Article 1322 CCM and carries the full evidential force of an authenticated act.

A buyer who certifies normal use on a Warranty Claim Form and subsequently describes the device as having been submerged, dropped, or physically damaged presents an irreconcilable inconsistency. Under Article 1109 CCM, a claim founded on a misrepresentation of the principal facts — including the history of the device and the nature of the damage — is of no effect. A buyer whose court pleadings contradict his own signed intake record does not come before the court with clean hands.

Oukitel (Mauritius) Co. Ltd. reserves the right to report cases of knowingly false declarations on Warranty Claim Forms to the relevant authorities and to rely on such false declarations as grounds for refusing any warranty remedy in respect of the claim to which they relate.

Article 1116 CCM applies symmetrically. A buyer is equally entitled to invoke *dol* against the seller where the seller has made fraudulent representations that induced the contract. The seller's defence to any such claim rests on the accuracy of its representations and the completeness of its disclosure. Manufacturer specifications including IP68, IP69K, and MIL-STD-810H ratings reflect the device's performance under the manufacturer's stated test conditions and are achievable in real-world use when the device is maintained according to the User Manual delivered as part of the sale. The maintenance regime is disclosed in writing in the Manual under Articles 1604 and 1615 CCM, and the warranty exclusions including the express exclusion of liquid damage are disclosed on the face of the receipt and in the warranty policy under Article 1602 CCM. There is, accordingly, no concealment, no manoeuvre, and no fraudulent inducement: the rated specifications and the conditions on which they depend are both fully disclosed at the moment of sale. Mauritian and French jurisprudence consistently require, for *dol* to succeed, both an intent to deceive and a manoeuvre that the buyer would not otherwise have known about; neither is present where the seller's disclosures are complete.

Consumer Protection Note

The false declaration clause is not intended to deter legitimate claims. It exists to protect honest consumers from the indirect costs of fraudulent warranty claims, which drive up operational costs and ultimately affect the quality and availability of warranty services for all buyers. A buyer with a genuine factory defect claim has nothing to fear from accurate declaration.

11. ELECTRONIC RECORDS AND ADMISSIBILITY

Legal Authority

Section 5, ETA 2000: No record or signature shall be denied legal effect, validity or enforceability solely on the ground that it is in electronic form.

Section 12, ETA 2000: An electronic record is attributable to a person where it was the act of that person or a person authorised to act on his behalf.

Articles 1316-1 et seq. CCM: Electronic records are admissible as proof under the amended Code Civil Mauricien.

Policy

Electronic communications between the seller and the buyer — including email correspondence, electronic messaging, electronic receipts and invoices, and electronic notifications — constitute legally recognised electronic records under Section 5 of the Electronic Transactions Act 2000 and Articles 1316-1 *et seq.* of the Code Civil Mauricien. Such records are not denied legal effect, validity, or enforceability solely on the ground that they are in electronic form. Pursuant to Section 12 of the ETA 2000, an electronic record is attributable to the person whose act it was, or who authorised the act, and accordingly an electronic record sent from or to a registered device, account, or contact number constitutes evidence attributable to the holder of that device, account, or number, including evidence of the operational state of the device at the time the record was generated.

Symmetric application. The admissibility of electronic records under this Framework operates symmetrically as between the buyer and the seller. Electronic records issued by the seller to the buyer — including warranty correspondence, diagnostic communications, written technical reports, and electronic invoices — are equally admissible against the seller. The seller maintains its electronic communications in a manner consistent with their evidential function and welcomes the bilateral effect of statutory admissibility as a confirmation of consistent and transparent communication with the buyer.

Record retention. The seller retains all electronic communications relating to a contract of sale, warranty claim, or repair transaction for a minimum period of three years from the date of the relevant transaction or final communication, whichever is later, and in any event for the period required by applicable law. The buyer may request copies of any such record relating to the buyer's own transaction at no cost by contacting the seller at the addresses set out in Section 14 of this Framework.

12. WARRANTY EXPIRY AND EXTINCTION OF OBLIGATIONS

Legal Authority

Article 1234 CCM: Obligations are extinguished by payment, novation, remission, compensation, confusion, loss of the thing, nullity, rescission, the effect of the resolutive condition, and by prescription. Effluxion of time is a named mode of extinction of obligations under Mauritian civil law.

Article 1134 CCM: The warranty period, communicated and accepted at the point of sale, has the force of law between the parties. A claim brought after the warranty period has expired has no contractual basis.

ICTA Licence Condition 8: A minimum one-year warranty is required. The period runs from the date of purchase as evidenced by the Proof of Purchase.

Policy

The one-year warranty period runs from the date of purchase as recorded on the purchase receipt or Proof of Purchase. On the expiry of the warranty period, all warranty obligations of the seller are extinguished by effluxion of time as a completed mode of extinction under Article 1234 CCM. This extinction is absolute. No warranty claim is admissible in respect of a device whose warranty period has expired, regardless of when the alleged defect is said to have manifested, regardless of any prior complaint lodged during the warranty period through a channel other than the prescribed Warranty Claim Procedure, and regardless of any subsequent court proceedings. The prescribed Warranty Claim Procedure must be completed within the warranty period. A complaint lodged with a regulatory body, or court proceedings initiated, does not constitute a warranty claim for the purposes of this Framework unless accompanied by a duly completed Warranty Claim Form submitted in person during the warranty period.

Consumer Protection Note

A buyer who believes a device has a factory defect is strongly advised to submit a Warranty Claim Form at the earliest opportunity and in any event before the warranty period expires. Delay in submitting a claim does not extend the warranty period. A buyer who submits a claim within the warranty period and follows the prescribed procedure is fully protected by the Framework regardless of how long the assessment and resolution process takes.

13. VAT COMPLIANCE

Legal Authority

Section 5, VAT Act 1998: The time of supply is whichever is earlier — a valid invoice issued or payment unambiguously received.

Section 19, VAT Act 1998: Every registered person shall keep a full and true written record of every completed transaction.

Section 20, VAT Act 1998: A VAT invoice shall specify all mandatory fields including the name, address, VAT Registration Number, and BRN of the registered person, the description of goods or services, the value exclusive of VAT, the VAT rate, the VAT amount, and the total inclusive of VAT.

Policy

Every transaction concluded by the seller is documented in accordance with the VAT Act 1998. Upon the receipt of payment, the seller issues a Section 19 receipt as a contemporaneous record of payment received, in compliance with the obligation under Section 19 to keep a full and true written record of every completed transaction. A Section 20 VAT invoice, containing all mandatory fields prescribed by Section 20, is issued upon the formal conclusion of the transaction, in alignment with the time-of-supply rule under Section 5 of the VAT Act, which defines the time of supply as the earlier of a valid invoice issued or payment unambiguously received.

Where the final character of a transaction is provisional or pending determination at the point of payment, the Section 19 receipt issued at that point serves as the buyer's contemporaneous transaction record, and the Section 20 VAT invoice is issued upon the formal conclusion of the transaction. This sequence reflects strict statutory compliance at each stage of the transaction and ensures that no VAT obligation is either prematurely discharged or improperly deferred. The seller maintains full and true records of all transactions as required by Section 19 and is registered with the Mauritius Revenue Authority for all purposes under the VAT Act.

The buyer is at all times entitled to a compliant Section 20 VAT invoice for every transaction and may request one at support@oukitel.com or at the contact details set out in Section 14 of this Framework.

14. REGULATORY COMPLIANCE AND LICENCE OBLIGATIONS

Legal Authority

Consumer Protection Act 1991: The Act prohibits misleading representations and unfair trade practices in the supply of goods and services. The Consumer Affairs Division of the Ministry of Commerce is the enforcement authority. A consumer who alleges a breach of the Act may lodge a complaint with the Consumer Affairs Division.

ICTA Licence Condition 21 (applicable from December 2026): The seller shall at all times comply with all applicable laws, telecommunication directives and regulations, including intellectual property rights, related laws, and international conventions to which the Republic of Mauritius is a signatory.

ICTA Dealer's Licence (general): The licence conditions imposed on the seller (Conditions 8, 9(a), 9(c), 10(b)–10(e), 21) operate not only as compliance obligations on the seller but also as enforceable rights for the buyer. A buyer who alleges a breach of any licence condition may report the matter to the Information and Communication Technologies Authority, which has direct regulatory jurisdiction over the dealer's licence.

Policy – Seller's Compliance

Oukitel (Mauritius) Co. Ltd., trading as Military Mobiles, operates under a valid ICTA Dealer's Licence issued under Section 24 of the ICT Act 2001 (as amended) and maintains full compliance with all applicable laws and regulatory obligations at all times. All devices sold are type-approved by the ICTA. All warranty terms are communicated prior to purchase in compliance with ICTA Licence Condition 8. All spare parts sold comply with international safety standards in compliance with Licence Condition 9(a) and carry a minimum six-month warranty in compliance with Condition 9(c). All repair services are conducted by appropriately qualified technical personnel; the Level 4 MQA certification standard formally mandated under Licence Condition 10(b) becomes applicable from December 2026, and the seller is committed to full compliance with that requirement upon its entry into force. ICTA Licence Condition 21, also applicable from December 2026, will impose general compliance with all applicable laws and international conventions; the seller's existing operational standards already meet that requirement.

The seller does not engage in misleading representations or unfair trade practices. Marketing claims, including IP68, IP69K, and MIL-STD-810H ratings, reflect the manufacturer's verified factory specifications and are achievable in real-world use when the device is maintained according to the User Manual. The maintenance regime is disclosed in writing in the User Manual delivered as part of the sale, and the warranty exclusions including the express exclusion of liquid damage are disclosed on the face of the receipt and in the warranty policy. The Defendant is registered with the Mauritius Revenue Authority and maintains a record of zero amended VAT returns and zero refund claims to date.

Policy – Buyer's Enforcement Rights

The buyer is entitled to enforce the seller's compliance through several parallel channels:

- *Civil law route.* The buyer may bring a civil claim under the relevant CCM provisions in the District Court or the relevant superior court for breach of the warranty obligation, breach of the duty of disclosure, or any other contractual or delictual ground.
- *Consumer protection route.* The buyer may lodge a complaint with the Consumer Affairs Division of the Ministry of Commerce under the Consumer Protection Act 1991.

- *Regulatory route.* The buyer may report any alleged breach of an ICTA Licence Condition to the Information and Communication Technologies Authority, which has direct regulatory jurisdiction over the dealer's licence.
- *Data protection route.* Where the buyer's complaint relates to personal data, the buyer may lodge a complaint with the Data Protection Office under the Data Protection Act 2017.

The seller does not impede the buyer's exercise of any of these rights and welcomes the consumer-protective effect of regulatory oversight. A compliant seller has nothing to fear from any of these routes; an aggrieved buyer is entitled to all of them.

Seller's Contact Information for Compliance and Buyer Inquiries

Buyers and regulatory authorities may contact Oukitel (Mauritius) Co. Ltd., trading as Military Mobiles, regarding any matter relating to this Legal Policy Framework, warranty claims, regulatory compliance, or data protection using the following contact details:

- **Email (General Inquiries and Warranty Claims):** support@militarymobiles.com
- **Email (Data Protection Inquiries):** support@militarymobiles.com (marked "Data Protection")
- **Telephone:** [Insert seller's phone number]
- **Physical Address:** 10 Dr Emile Duvivier Street, Beau Bassin, Mauritius
- **Website:** www.militarymobiles.com
- **Warranty Policy Reference:** www.oukitel.com

Response to buyer inquiries will be provided within three business days of receipt. Regulatory inquiries from duly authorized authorities will be responded to in accordance with applicable statutory timelines and procedures.

This Legal Policy Framework constitutes the seller's formal record of its commitment to consumer protection and full regulatory compliance in all transactions. It is reviewed and updated periodically to reflect changes in applicable law, regulatory guidance, and operational practice.

Governing instruments: Code Civil Mauricien (Arts. 1101, 1108, 1109, 1116, 1129, 1131, 1134, 1135, 1147, 1148, 1178, 1184, 1234, 1316-1 et seq., 1322, 1382, 1383, 1583, 1602, 1604, 1615, 1641, 1642, 1643, 1645, 1646, 1648, 1779, 1787, 1788) · VAT Act 1998 (ss. 5, 19, 20) · Electronic Transactions Act 2000 (ss. 5, 12) · Consumer Protection Act 1991 · Data Protection Act 2017 · ICT Act 2001 · ICTA Dealer's Licence Conditions 8, 9(a), 9(c), 10(b), 10(c), 10(d), 10(e) (with 10(b) and Condition 21 applicable from December 2026) · Version 8.0, May 2026 (subcontracting framework with parts-control architecture and parts warranty)