

# Cover Terms – Product Sellers

## ABOUT BOXER COVER

Boxer created Boxer Cover to give customers a more confident, certain, and reliable online shopping experience by providing local services and support.

## ABOUT THIS DOCUMENT

You have purchased Boxer Cover for Israel from the Seller. Boxer is the Seller's exclusively contracted service provider for Boxer Cover. This document is a contract between You and the Seller. It is separate from and additional to Your rights and remedies under the Sale Terms and consumer protection laws and regulations.

Capitalised words have the meanings specified in section 12.

## 1. BOXER COVER

1.1 The Seller will, subject to the terms of this Contract, provide a Solution to You if, during the Term, the Product is Faulty, not Delivered, or Counterfeit. The Seller has engaged Boxer to perform the Seller's obligations under this Contract.

## 2. CANCELLATION

2.1 **(Cancellation)** Provided that You have not successfully Raised an Issue and received a Solution, You may cancel Boxer Cover at any time through any of the following means (through the Seller's service provider Boxer): (a) via the website [GoBoxer.com](https://goboxer.com); (b) by sending registered mail to PO Box 74562, Greenlane, Auckland, NZ 1051; or (c) by email at [hello@goboxer.com](mailto:hello@goboxer.com). Your cancellation notice must include your full name, identification number and the Boxer Cover number specified in the Boxer Summary.

2.2 Subject to section 2.1, if You cancel Boxer Cover within the Cooling-Off Period, You will be refunded the Boxer Fee in full. If You cancel Boxer Cover after the Cooling-Off Period, You will be entitled to a pro-rata refund of the Boxer Fee. In calculating the pro-rata refund, the time for which Boxer Cover has been in place will be rounded up to the nearest day.

2.3 **(Refund of the Boxer Fee)** Provided that You have not Raised an Issue, if the Seller has refunded You the Product Price because: (a) the Seller cancelled Your purchase of the Product; or (b) You returned the Product to the Seller pursuant to any Sale Terms; Boxer Cover is terminated and the Boxer Fee will be refunded to You in full.

2.4 If the Boxer Cover terminates because the Product is Confiscated, the Boxer Fee will be refunded to You in full, unless Confiscation results from Your failure, or unreasonable delay, to pay any import tax or duty, or take any other action reasonably necessary to obtain possession of the Product.

## 3. TERM AND TERMINATION

3.1 The date of the Contract, and the date Boxer Cover commences, is the Date of Purchase. Boxer Cover terminates on the earlier of: (a) the date a Cash Payment is provided to You; (b) the date the Product is Confiscated; or (c) the End Date.

3.2 If the Product is Repaired, or You are provided with a Replacement or Equivalent Product, Boxer Cover continues to apply to the Repaired Product, the Replacement, or the Equivalent Product (as applicable) until the occurrence of one of the events listed in section 3.1 above.

## 4. RAISING AN ISSUE

4.1 You may Raise an Issue during the Term by signing into or creating an account at [GoBoxer.com](https://goboxer.com) and following the prompts. Instructions are available at [goboxer.com/raiseanissue](https://goboxer.com/raiseanissue)

## 5. SOLUTIONS

5.1 Subject to the terms of this Contract, if the Product is Counterfeit, You will be provided with a Cash Payment.

5.2 If You are entitled to a Solution because the product is Faulty or is not Delivered, the Product will, at Boxer's discretion, be Repaired or You will be provided with a Replacement, an Equivalent Product or a Cash Payment. You are entitled to decline any offer of an Equivalent Product and receive a Cash Payment instead.

## 6. PROCEDURE FOR ASSESSMENT OF A PRODUCT

6.1 **(Sending the Product to a Repairer or Logistics Provider)** After You have Raised an Issue, if Boxer determines the Product should be assessed, Boxer will advise You of shipping and/or delivery options to facilitate assessment. If Boxer offers, and You agree, to deliver the Product, delivery will be at Your cost. If Boxer requires the Product to be shipped, it will be at no cost to You. Boxer may agree to any reasonable variation or other alternative arrangements with You for assessing the Product.

6.2 Boxer may provide additional instructions to You to facilitate assessment of the Product and You agree to comply with those reasonable instructions.

6.3 No building works, demolition, or dismantling will be undertaken to access the Product. If any work of this kind is required, it must be arranged by You, and neither the Seller nor Boxer will be liable for any costs, loss or damage arising from or in connection with any of this work.

6.4 **(Obtaining a Replacement, Repaired Product or Equivalent Product)** Any Replacement, Repaired Product, or Equivalent Product that is facilitated by Boxer will be shipped to You (at no cost to You). Alternatively, You may, if Boxer agrees, collect the Product (at Your cost).

6.5 **(No Fault Found or exclusions apply)** If there is No Fault Found and/or You are not entitled to a Solution under this Contract, You will be liable for any costs incurred by any Repairer nominated by Boxer, and any return delivery charges incurred by Boxer. You are not entitled to receive further services relating to the Product while any such costs are unpaid.

6.6 **(Status of the Product after provision of a Solution)** If a Replacement, an Equivalent Product or a Cash Payment is provided under this Contract, You surrender all rights to the Product. You may be required to send the Product to a location nominated by Boxer (at no cost to You).

6.7 **(Reimbursement of costs)** Where the terms of this Contract state that shipping or sending the Product will be at no cost to You under sections 6.1, 6.4 or 6.6, You can raise a claim for reimbursement of these costs by signing into Your account at [Goboxer.com](https://goboxer.com) and submitting a receipt of payment.

## 7. LOST DATA, SOFTWARE, FIRMWARE OR APPLICATIONS

7.1 There is a risk that Repair of the Product may result in loss of Data, software, firmware and/or applications stored or residing on the Product. You must backup or download to an alternative Data storage device any Data and/or software stored or residing on the Product before presenting it for assessment. You must provide the Repairer and/or Boxer with any password or other information or equipment that is necessary to access the Product to determine whether it is Faulty and/or to Repair the Product. To the fullest extent permitted by

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Law, neither the Seller nor Boxer will be liable for any loss or corruption of Data, software, firmware or applications.

### 8. EXCLUSIONS

8.1 You can only Raise an Issue in relation to the Product and in relation to faults and/or problems that are not excluded under this Contract.

8.2 **(General exclusions)** You cannot Raise an Issue for, or in respect of any loss or damage to the Product that is caused directly or indirectly by any one or more of the following: (a) user related faults; (b) Products that become Faulty during or as a consequence of the use of firmware, software, power supplies, adapters, chargers, connectors, or any other peripheral or accessory equipment or service not supplied by the Manufacturer or the Seller for the Product unless approved by the Manufacturer for use with that product in Israel; (c) external forces, conditions or events such as (without limitation, and by way of example only) insect, animal or vermin activities or infestation, burns, exposure to excessive heat, cold, moisture or dampness, immersion in, or the application of water or any other liquids, or exposure to corrosive or toxic materials or atmospheres; (d) the application or effects of any external force or trauma including (without limitation, and by way of example only) dropping, striking, tearing, scratching, compression or crushing; (e) any installation, connection, care, maintenance, wearing, cleaning, use, operation or storage which is abnormal, inadequate, excessive, dangerous, reckless or which does not comply with any Manufacturer Instructions or Seller Instructions, including by any third party; and/or (f) theft of or accidental damage to the Product.

8.3 You cannot Raise an Issue for, or in respect of any one or more of the following: (a) loss of Data, software, firmware or applications whether caused by or incidental to a Repair or otherwise; and/or (b) consumable or expendable items, such as batteries (but not sealed or encapsulated batteries and mobile phone and tablet batteries) and ink or toner cartridges, used in any way by or in connection with the Product.

8.4 **(Third-party contracts, reliance and external forces)** You cannot Raise an Issue for, or in respect of: (a) any amount or the value of any benefit You have already obtained from Boxer or any other provider or source, or any cost incurred in obtaining such value or benefit; and/or (b) Force Majeure; and/or (c) any loss or cost, other than the Boxer Fee (in accordance with clause 2.4), caused because the Product was lawfully Confiscated.

8.5 **(Wrongful acts or omissions)** You cannot Raise an Issue for, or in respect of: (a) any loss where You have procured, instigated or deliberately or negligently caused damage or loss or otherwise caused or allowed an issue to arise; and/or (b) any loss caused by Your failure to mitigate loss or damage (whether intentional, negligent or otherwise), including but not limited to any failure or unreasonable delay to pay any import tax or duty or take any other action reasonably necessary to obtain possession of the Product, or failure or unreasonable delay to Raise an Issue, or any other material factor relevant to an issue.

### 9. GENERAL LIMITATIONS

9.1 Boxer is not a party to the Contract and is not an agent of the Seller, nor is the Seller and agent of Boxer.

9.2 Boxer is not an insurer and this Contract is not an offer of insurance or a policy of insurance.

9.3 Boxer may provide reasonable additional instructions to You to facilitate the provision of services under Boxer Cover and You agree to comply with those reasonable instructions.

9.4 Accessing Your rights under Boxer Cover may have the effect of voiding any applicable Manufacturer or Supplier Warranty. You agree, to the extent permitted by Law, that neither the Seller nor Boxer will be liable for any such limitation or loss of rights.

9.5 Boxer Cover is personal to You and is for Your benefit only as the original purchaser of the Product. Boxer Cover does not attach to the Product and You cannot sell or otherwise transfer it to another person or entity, and no other person or entity can Raise an Issue under it, unless specifically approved by Boxer in writing.

9.6 This Contract and any disputes about it are governed by the Laws of the State of Israel and under the exclusive jurisdiction of the applicable courts of State of Israel and no other courts will have any jurisdiction whatsoever.

9.7 If any provision of this Contract is or becomes invalid or unenforceable, that provision shall be deemed deleted from this Contract and such invalidity or unenforceability shall not affect the other provisions of this Contract, subject to any consequential modifications made necessary by such deletion.

9.8 Certain provisions of this Contract operate or may operate for the benefit of Boxer, and the parties agree that they intend that Boxer may enforce those provisions directly. Otherwise, this Contract does not create any obligation or benefit enforceable at the suit of any person who is not a party to this Contract.

9.9 To the fullest extent permitted by Law, neither the Seller nor Boxer nor any of their respective officers, employees, contractors, agents or mandataries will be liable for any loss of profits, business, goodwill or opportunity or any special, indirect or consequential loss or damage arising from or in connection this Contract.

9.10 To the fullest extent permitted by Law, the liability of the Seller, Boxer and any of their respective officers, employees, contractors, agents or mandataries to You, whether in contract, tort (or extra-contractual liability) or otherwise (including negligence) arising out of or in connection with this Contract is limited to the combined value of the Product Price and the Boxer Fee. To the extent permitted by Law, any warranties, conditions or terms, statutory or otherwise, which are not contained or referred to in this Contract are excluded.

9.11 When a party is unable to perform an obligation imposed on it by this Contract, other than an obligation to pay money, and that failure is largely caused by or in connection with Force Majeure, that failure shall not be deemed to be a breach of this Contract. If a failure caused by Force Majeure persists for more than 30 calendar days, then either party may give notice to the other terminating this Contract as at the date of such notice. Neither party will be permitted to enjoy, profit or otherwise gain from or benefit from this Force Majeure provision if their failure is caused by their negligence or by their financial difficulties or by their failure to advise the other party promptly that they were affected by an event of Force Majeure.

### 10. PRIVACY

10.1 By purchasing and registering Boxer Cover, You will be supplying the Seller and Boxer with Personal Information. You agree that Boxer may send messages to You about the Boxer Cover, including advising You of updates and end dates.

10.2 Boxer's and the Seller's privacy policies contain information about how each party collects, uses, discloses and manages Your Personal Information, along with information about how You may seek access to, or correction of, Your Personal Information and how You may complain if You believe that Your privacy has been breached.

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Alternatively, You may use the contact details below if You has any concerns about Your Personal Information.

10.3 To access the privacy policy of Boxer, please visit [goboxer.com/legals/privacy-policy](https://goboxer.com/legals/privacy-policy).

10.4 If You have any privacy enquiries, access and correction requests and complaints, You can contact the Boxer privacy manager at:

Email: [privacy@goboxer.com](mailto:privacy@goboxer.com)

Post: PO Box 74562, Greenlane. Auckland, NZ 1051

You can also contact the Seller's privacy manager via the contact details for the Seller provided in the Boxer Summary.

### 11. ELECTRONIC ACCEPTANCE AND DELIVERY

11.1 You agree that this Contract, and any other related attachments or documentation, may be used and accepted in electronic form. You also agree that this Contract, and any further information related to this Contract, may be delivered to You in electronic form to the email address provided to the Seller or Boxer.

### 12. DEFINITIONS AND INTERPRETATION

12.1 Unless the context requires otherwise in this document, references to:

**Boxer** means Boxer ISR Pte. Limited, 4 Robinson Road, #05-01, The House of Eden, Singapore 048543, company number: 202207573E and also includes a reference to its successors, transferees and assigns.

**Boxer Cover** means the rights and obligations under this Contract.

**Boxer Fee** means the fee paid by You for Boxer Cover including any tax or levy.

**Boxer Summary** means the record of Your order, Product and Boxer Cover, which will be provided with a copy of this Contract at or following the Date of Purchase.

**Cash Payment** means a payment made to You after You Raise an Issue, being an amount equal to the Product Price.

**Confiscated** means, in respect of a Product, the confiscation or detention of a Product by any governmental authority or agency (including border control and customs authorities) for any reason including illegality, failure to meet any requirements and standards for safety, place of origin, from manufacturer, supplier or designated agent or service provider identification or mandatory disclosure of ingredients, specifications, composition, or treatments or failure to pay any lawful tax or duty, when required, by applicable authorities.

**Confiscation** has a corresponding meaning.

**Contract** means these terms and conditions, which are a contract between the Seller and You.

**Cooling-Off Period** means the period of 90 calendar days from the date You pay the Boxer Fee or 4 months in case You are a disabled person, elderly person or new immigrant in a remote sales transaction (such extended cancellation right is subject to the engagement in the transaction with You also including a call between You and the Seller (including by way of electronic communication), unless a longer period is required under Law).

**Counterfeit** means, in respect of a Product, a product determined by Boxer to be a forgery, fake, replica, or a copy or replica that is not made by or for the recognised Manufacturer, including if the Product is sold as genuine.

**Data** means any images, text, music, files, numbers, passwords, or any other form or type of media or record whether on, in or in connection with a Product or otherwise and whether it is owned, generated, downloaded or shared by You, or licensed to You, or which was present in or loaded onto Your Product prior to Delivery.

**Date of Purchase** means the date You pay the Boxer Fee.

**Delivery** means physical delivery of the Product to the address specified by You for the product to be delivered to at the time of purchase, within Israel and **Delivered** has a corresponding meaning.

**End Date** means the date on which the Term ends, as described in the Boxer Summary.

**Equivalent Product** means a product, either new or Refurbished, that Boxer reasonably considers to be essentially similar to the Product in terms of features and specifications and which has the same or better functionality than the Product.

**Faulty** means, in respect of a Product, a fault, defect or failure that is not excluded from the terms of this Contract.

**Force Majeure** means any circumstance which a party at the time of entering into this Contract, did not know of and should not have known of or did not foresee or should not have foreseen in advance, and was not able to prevent, and the performance of the Contract under such circumstances is impossible or materially different than what was agreed upon between the parties.

**Identical Product** means a product that is the same as the Product, including a product made by the same Manufacturer and (where applicable) having the same model number, or a Manufacturer-certified Refurbished product of the same appearance, performance and specification as the Product, but excluding any product that is Counterfeit.

**Law** means any applicable law or regulation that relates to the terms or application of the Contract in Israel.

**Logistics Provider** means a supplier or facility nominated by Boxer for the receipt, handling, freight, transport, storage, disposal, recycling, dismantling or other services in connection with the assessment of faults in the Product.

**Manufacturer** means the party that substantially made, built or assembled or procured others to make, build or assemble the Product and includes the last party that applied or procured to be applied significant labour and materials to the Product before the sale to You.

**Manufacturer Instructions** means any instructions applicable to the Product as at the date of purchase of the Product by You whether provided by the Seller to You or displayed on the Manufacturer Website and relating to the purpose, installation, cleaning, care, operation or any other relevant feature of the Product.

**Manufacturer Warranty** means any express warranty given by the Manufacturer for the Product.

**Manufacturer Website** means any website containing information about the Product maintained by or for the Manufacturer.

**No Fault Found** means a finding by a Repairer, Logistics Provider, Boxer or the Seller that the Product is not Faulty.

**Personal Information** means anything defined as personal information or personal data in any applicable privacy-related law. This includes information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable, and also means any information

provided by and/or related to an identified individual or an individual who is reasonably identifiable.

**Product** means the product that this Boxer Cover applies to, and as stated in the Boxer Summary.

**Product Price** means the amount You paid to the Seller for the Product in the currency invoiced to You, being the amount described as the Product Price in the Boxer Summary, including: (a) any taxes, duties, levies, penalties, costs, imposts, fees, charges or expenses that have been invoiced by the Seller to You in relation to the Product; and (b) Delivery charges that have been invoiced by the Seller to You in relation to the product, calculated as the standard or the lower cost among any choices of Delivery charges (if any) for the Product only and where several products are Delivered together the actual or, if the cost is not identifiable, Boxer's reasonable estimation of the Delivery charge for that Product.

**Raise an Issue** means any request for services or for a Solution made by You under this Contract and **Raised an Issue** has a corresponding meaning.

Refurbished means, in relation to a Product, a second-hand or used product that has been repaired or improved by the Manufacturer or Seller so that it is fit for purpose and has been advertised as such.

**Repair** means the application by a Repairer to the Product of such labour and parts as is reasonably necessary or expedient to remedy the Faulty Product and may include the use of Manufacturer-certified Refurbished parts and **Repaired** has a corresponding meaning.

**Repairer** means a person nominated by Boxer, or at Boxer's discretion a person nominated by the Seller or the Manufacturer, to assess, Repair or verify the authenticity or origins of a Product and which may also provide Boxer with freight, transport, storage, recycling, dismantling or disposal services.

**Replace** means to substitute the Product with an Identical Product, and **Replaced** has a corresponding meaning.

**Replacement** means an Identical Product provided by Boxer, the Manufacturer, or the Seller in substitution for a Product.

**Sale Terms** mean all of the Seller's terms and conditions, warranties, policies, assurances, protections, promises and guarantees advertised on the Seller Website, and/or applicable to the sale of the Product to You, other than Boxer.

**Seller** means the seller of the Product and this Boxer Cover, whose details will be set out in the Boxer Summary.

**Seller Instructions** mean any instructions the Seller provides for the Product as at the date of Your order, whether provided by the Seller to You or displayed on the Seller Website, and relating to the use, purpose, cleaning, care, operation or any other relevant feature of the Product.

**Seller Website** means the website from which You ordered the Product.

**Solution** means a service provided to You under this Contract, including a Repair to the Product, or the provision to You of a Replacement, Equivalent Product or Cash Payment.

**Supplier Warranty** means any express warranty applicable to a Product given by a supplier other than Boxer Cover or a Manufacturer Warranty.

**Term** means the term of this Contract, being the period from the Date of Purchase to the End Date in accordance with the length of Boxer

Cover purchased by You, subject to the Contract terminating earlier in accordance with part 3.

**You** means the purchaser of Boxer Cover and **Your** has a corresponding meaning.

12.2 **(Interpretation)** This Agreement shall be interpreted and applied by the following principles: (a) any reference to a section, part or paragraph is a reference to the relevant part of this Agreement; (b) any reference to a document includes reference to it as amended from time to time; (c) any heading is for convenience and does not affect the interpretation of this Agreement; (d) the words "include" and "including" do not imply any limitation; (e) any reference to a party to this Agreement includes a party's representatives, successors and permitted assigns; (f) a reference to a person includes a natural person, a company or other incorporated or unincorporated entity, and a government agency or authority; (g) a restriction or prohibition on a party doing any act or omission includes a reference to not permitting, assisting, suffering or encouraging that thing to be done and not attempting to do that thing; and (h) a reference to any law includes reference to that law as amended, re-enacted or replaced from time to time.