



Our ref: 201602-0011901

20 April 2017

ASSESSMENT: YOUR COMPLAINT

The above matter, as well as your *Customer Complaint Form* has reference.

Summary of your complaint

The complainant purchased a Motherboard along with a CPU cooler and a CPU RAM in January 2016.

When the complainant installed the goods, he alleges that the board did not work.

The complainant sent the board back to the supplier and upon checking they saw that there were bent pins on the socket which they attributed to customer abuse. The supplier however fixed the board and returned it to the complainant.

The complainant alleges that the board worked for 2 weeks and just suddenly stopped working. Again he sent it back to the supplier who again raised the issue of customer abuse. Despite this the supplier fixed the board.

When the problem occurred for a third time the complainant approached the supplier and requested a refund.

Summary of response

According to the supplier, the damage on the goods purchased by the complainant are as a result of customer abuse and that such damage is not covered by warranty.

The supplier further advised that they have on numerous occasions assisted the complainant and are no longer willing to assist him.

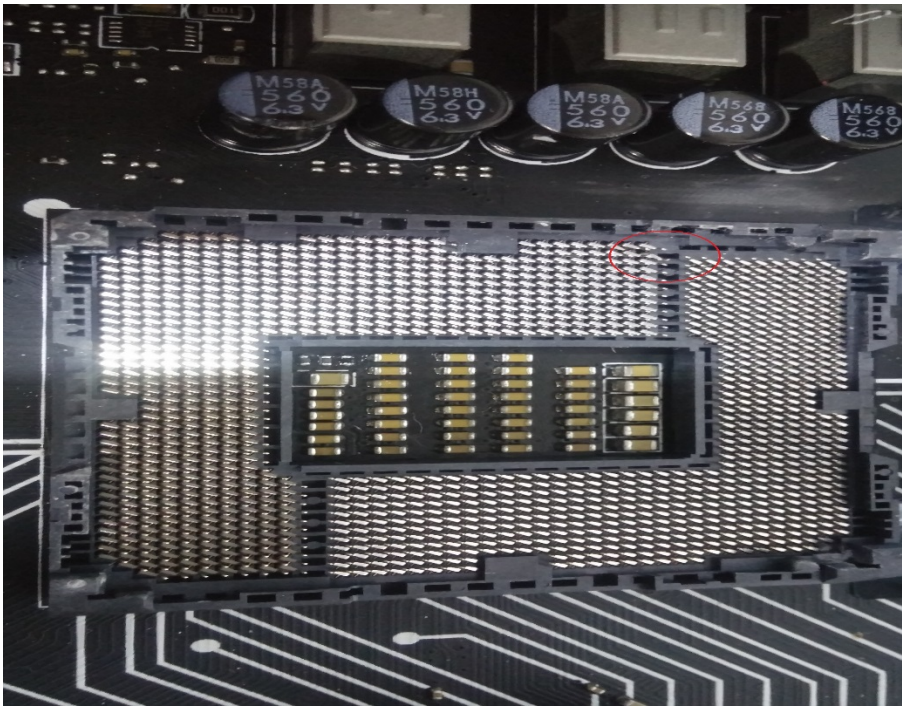
Assessment

We have considered all the evidence presented by both the complainant and the supplier and advise as follows:

The supplier has advised that they cannot refund the complainant since the damage was as a result of customer abuse. They have however agreed as a matter of goodwill to repair the board one more time.

The complainant is unhappy with this response and wants a full refund.

Our office received the following pictures reflecting the damage:



Our office decided to get an independent third party who is a technical advisor to look at the facts and evidence provided for the damaged board. This was done by Joe Berinato of ItalVisuals.

In terms of his response he has noted that the damage to the pins on the board is not a factory fault but rather damage resulting from customer negligence. He went on further to say that it is well known that physical damage is not covered under warranty and it would be unfair to expect the supplier to refund or exchange the board with bent pins.

He however engaged the supplier further on this matter and requested that as a matter of goodwill the supplier repair the goods for the complainant. The supplier agreed and confirmed with this office that the goods have been repaired and are in 100% working order. The complainant was advised of this and requested to take

delivery of the goods at his earliest convenience.

The complainant has advised this office of his dissatisfaction with the response of the supplier.

While we take note that the complainant denies causing any such damage we are however not able to determine how and when such damage was caused.

From the evidence, it is clear the board does have physical damage, but how it was caused we do not know.

On a balance of probabilities, we can therefore not conclude how exactly the damage was caused and if the goods were damaged due to the customer's abuse. This type of damaged is however not covered by the warranty and is not a manufacturer's defect. We are therefore unable to instruct the supplier to repair or replace the couches.

Based on the facts of this case, the information and evidence furnished to this office and on the principles of reasonableness and fairness, there is no reasonable prospect of this office making a recommendation in the complainant's favour.