



MANUFACTURER'S WARRANTY

This warranty is given by SwitchDin Pty Limited (ACN 154 893 857) (we, us, our) to you, our Customer, in respect of the Hardware.

1. Definitions

In this warranty, terms have the following meanings:

- (a) ACL means the Australian Consumer Law at Schedule 2 to the Competition and Consumer Law Act 2010 (Cth), as amended from time to time.
- (b) Authorised Distributor means a third-party distributor authorised by us to sell the Hardware;
- (c) Customer means the purchaser of the Hardware; and
- (d) Hardware means Hardware manufactured by us and specified in an Order;
- (e) Order means an order document representing your purchase of the Hardware from us or our Authorised Distributor.

2. Warranty details

2.1. If the Hardware develops a fault or defect during the Warranty Period, subject to the terms below, we will repair it.

2.2. During the warranty period for Hardware, we will, at our option, use reasonable efforts to repair or replace such Hardware determined to have a defect, provided that:

- (a) the Hardware has been used within normal operating conditions;
- (b) the Hardware has remained at all times connected to the internet;
- (c) the Hardware has not been tampered with or opened;
- (d) you notify us of the suspected defect during the Hardware Warranty Period;
- (e) we validate the defect; and
- (f) you comply with this clause 2.2.

2.3. Any Hardware without a validated defect will be returned to you at your expense. If we determine that it is not commercially practical to repair or replace Hardware with a validated defect, we will refund the purchase price received by us for such Hardware.

2.4. We offer this warranty on top of any guarantees imposed by the Competition and Consumer Act 2010 (Cth) and any other applicable State or Territory legislation.

2.5. The warranty period commences on the date on which the Hardware is first purchased through an Order and ends 12 months from that commencement date (Warranty Period).

2.6. The warranty does not cover:

- (a) negligence on your part;
- (b) reasonable fair wear and tear;
- (c) damages caused by events beyond our reasonable control, including but not limited to flood, fire, theft, lightning, earthquake or extreme hot or cold weather;
- (d) faults or defects caused by third parties, including third party products or work done by unauthorised service;
- (e) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages; or

any costs or expenses you incur for the procurement of substitute equipment or services.

3. Making a warranty claim

3.1. Warranty claims must be made:

- (a) within 6 months after the date on which you become aware of the fault or defect, or after which the fault or defect became reasonably apparent; and
- (b) by no later than 3 months after the expiration of the Warranty Period.

3.2. To make a claim the Customer should first contact their Authorised Distributor and provide the details set out in clause 6 below.

3.3. The warranty claim may be dealt with by us or our Authorised Distributor by replacing or otherwise repairing the Hardware in accordance with clause 3.5.

3.4. The decision whether to repair or replace the Hardware is at our sole discretion unless there is a 'major failure' as defined in the ACL.

3.5. Any physical repairs, replacement or collection of the Hardware will be performed by us or our Authorised Distributor as follows:

- (a) the repair, replacement or collection will be carried out from the place at which the Hardware was first delivered; and
- (b) If the claim is covered we will deliver any repaired or replaced Hardware back to the Customer.

3.6. If the claim is not covered, we will deliver the Hardware back to you and you will be responsible for any transport, travel and labour costs incurred in dealing with the claim.

4. Our contact details

Address: Suite 101, Level 1, 426 King Street, Newcastle NSW 2302

Phone: (02) 4786 0426

Email: support@switchdin.com

5. Statutory guarantees

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are



entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

6. Claim details

If you are making a claim under the warranty or the statutory guarantees, we will require the following information:

- (a) your name;
- (b) your address;
- (c) hardware purchased;
- (d) serial number on Hardware;
- (e) name and contact details for your Authorised Distributor; and
- (f) description of the problem including a photograph of the Hardware at the install location.