

Rural Connectivity Solutions



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Connection awaits.

Warranty Information

Warranty for Zetifi Products & Services (Australia Only)

- The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of Zetifi products sold in Australia.
- Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - i. to cancel your service contract with us; and
 - ii. to a refund for the unused portion, or to compensation for its reduced value.
- 3. You are also entitled to choose a refund or replacement for major failures with products. If a failure with the products or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the products and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the products or service. What constitutes a major failure is set out in the Australian Consumer Law.
- 4. Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian laws. This Warranty gives you additional protection for your Zetifi product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

PART 1 APPLICATION & WARRANTY PERIOD

- Agsensio Pty Ltd T/AS Zetifi ("Zetifi") warrants that your Zetifi product is of acceptable quality and does not have a latent defect.
- 2. For the purpose of this Warranty, a "Zetifi product" is a product which:
 - i. was manufactured by or on behalf of Zetifi; and
 - ii. bears a trade mark owned or used by Zetifi (generally "Zetifi"); and
 - iii. was sold by an authorised reseller or distributor of Zetifi; and
 - iv. was purchased in Australia, but does not include any hardware or software which is packaged or sold with a Zetifi product unless that is itself a Zetifi product or, that item is incorporated into the Zetifi product or, in the case of software, preloaded onto the Zetifi product at the time of sale.
- 3. For the purpose of this Warranty, a "Zetifi service" is a service provided by Zetifi to a customer that is subject to a service agreement pursuant to Zetifi's standard terms of service (the "Standard Form Terms and Conditions").
- 4. Warranty Period: the period during which this Warranty is in effect will depend upon the Zetifi product or service to which it relates. In all cases the commencement date for the period is the actual day of purchase of the product, as reflected on the authorised reseller's or distributor's invoice / receipt provided to you, or the date in which the service agreement commenced. The period during which each Zetifi product or service which is the subject of this Warranty is covered by this Warranty is identified below.
- For Zetifi products which are purchased-to-own with title in products passing to the customer, the Warranty Period is 24 months.
- For Zetifi services provided pursuant to a service agreement, the Warranty
 Period is the duration of the service agreement in accordance with the terms of
 the service agreement.

PART 2 WARRANTY CLAIM

- If you consider that the Zetifi product or service which you have purchased is not
 of acceptable quality, has a latent defect, or is otherwise not compliant with the
 conditions, warranties, undertakings, service agreement terms and legal rights
 given to you under Australian Law (for example, it appears faulty, or does not
 work at all or properly), you can make a claim under this Warranty by notifying
 Zetifi during the Warranty Period within 10 Business Days of the defect or noncompliance coming to your notice.
- 2. Warranty service will only be provided in the specific country where the Zetifi product was originally purchased.
- 3. If you purchased this product in Australia and wish to make a claim under this Warranty, you should contact 1300 093 711 or email support@zetifi.com

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Warranty Information



PART 2 WARRANTY CLAIM (CONTINUED)

- You will not be able to gain the benefit of this Warranty without making a claim. A claim must be made within the Warranty Period. This Warranty does not cover any defects not notified to Zetifi within the Warranty Period, although you may have statutory rights outside of the Warranty Period.
- If, following receipt of a claim under this Warranty, Zetifi or its agent determine that your claim in respect of a Zetifi product is valid (having regard to the terms of this Warranty), and:
 - if the products can be repaired and the failure to comply with the warranty is not a major failure or a failure of substantial character, Zetifi or its agent at their discretion will either repair the Zetifi product or, if authorised by Zetifi, pay you for the cost of a repair of the Zetifi product, or replace the Zetifi product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and with regard to Zetifi's statutory obligations and at no cost to you. Products presented for repair may be replaced by refurbished products of the same type with equal or greater functionality rather than being repaired. Refurbished parts may be used to repair the products; or
 - if the products cannot be repaired or the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the products or require Zetifi to pay you compensation for any reduction in the value of the products below the price paid or payable by you for the products; and additionally may cancel the relevant service agreement with Zetifi; and request refund for the unused portion, or to compensation for its reduced value.
- The standard Zetifi Warranty Periods are set out by product type in clause 4 of this this Warranty, although each claim is assessed on its own merits and you may have statutory rights outside of the Warranty Period. If Zetifi provides you with either a replacement or refund, you immediately transfer ownership in the original Zetifi product or part to Zetifi, and at Zetifi's discretion either destroy or return the product or part to Zetifi at the expense of Zetifi. If Zetifi repairs the products, you immediately transfer ownership in any residual parts to Zetifi. Any such resolution by Zetifi of a claim under this Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.
- If, following receipt of a claim under this Warranty, Zetifi or its agent determine that your claim in respect of a Zetifi product is invalid, Zetifi may charge you for any labour, parts or transport costs incurred by Zetifi or its agent in assessing your claim.
- In cases of authorised product or part replacement of the original purchased Zetifi product, the replacement Zetifi product will be 8 subject to the remainder of the original Warranty Period or three months, whichever is the greater. You may have statutory rights in respect of a replacement product or part outside of this period.
- If you wish to make a claim in relation to a Zetifi product, the Zetifi product must be sent to the nearest Zetifi authorised reseller or distributor for assessment, the cost of which will be borne by Zetifi if your claim is determined to be valid pursuant to the terms of this Warranty. Whenever possible, the product should be returned in its original carton and packing or alternatively in packing suitable to prevent damage to the product. Zetifi will not accept responsibility for damage to the product during this transport caused by unsuitable or inadequate packing.
- If you believe that it is not reasonable for you to bring or send the Zetifi product to a Zetifi authorised reseller or distributor, Zetifi will liaise with you to determine the best way in which to inspect and, if necessary, repair the Zetifi product the subject of the claim under this Warranty.

PART 3 WARRANTY EXCLUSIONS

- 1. This section identifies what is excluded under this Warranty. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act or, the Australian Competition and Consumer Regulations 2010 and which are not expressly included in this Warranty as additional warranties or conditions are excluded.
- Unless stated otherwise, this Warranty does not extend to loss caused by fire, water (liquid spillage or ingression), theft, vermin or insect infestation. The exclusion for loss caused by water (liquid spillage or ingression) does not apply to a Zetifi with a water resistant rating or certification or certification
- This Warranty does not cover damage caused by: 3
 - misuse or abusive use of the Zetifi product, including physical abuse;
 - incorrect operation or installation or not following the operation or installation instructions (as stated in the manuals, guides or manufacturer's instructions provided with the Zetifi product), including using a water resistant Zetifi product in a manner that is contrary to the relevant rating or certification;
 - iii. incorrect or improper maintenance or failure to maintain the Zetifi product;
 - iv. incorrect voltage or non-authorised electrical connections;
 - adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Zetifi's control;
 - vi. exposure to excessive heat, moisture or dampness or exposure to abnormally corrosive conditions;
 - vii. use of non-authorised/non-standard, defective or incompatible parts or accessories;
 - viii. password setting/ resetting and computer virus;
 - ix. repair, modification or other work carried out on the Zetifi product other than by authorised Zetifi service personnel; and
 - x. failure to comply with the terms of any applicable Zetifi service agreement. This Warranty does not cover Zetifi products purchased in an auction.
- If the Zetifi product you are using has been rented or leased by you, and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.
- This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.
- 7. This Warranty does not cover Zetifi products which, at the time you consider a claim might be made under this Warranty, do not bear the original manufacturer's factory - applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).
- 8. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction.
- 9 This Warranty does not cover any defects not notified to Zetifi within the Warranty Period, however, you may also have statutory rights outside of the warranty period.