

Warranty Policy

This policy sets out what warranties Optix Australasia Pty Ltd ACN 113 677 473 (**Company**) provides with respect to the Hardware provided to the Customer under the Hardware and Services Agreement (the **Agreement**) and the workmanship performed by the Company for the installation of the Hardware (**Installation**), and how a warranty claim can be made.

This policy forms part of the terms of the Agreement.

Capitalised terms not defined in this policy have the meaning given to those terms in the Agreement.

1. Hardware and Workmanship Warranty

- 1.1 The Company warrants that the Hardware:
 - a. is of acceptable quality;
 - b. will materially match the description provided in the Proposal and any sample or demonstration model provided;
 - c. if it is the Purchased Hardware, will be provided with clear title and free of any Security Interest, unless the contrary is advised to the Customer in the Proposal;
 - d. if installed by the Company, will be installed professionally following industry standards;
 - e. will not malfunction due to a defect in materials or workmanship under normal working conditions during the Warranty Period;(the **Warranty**).
- 1.2 Subject to clauses 2.13 and 3, the Warranty is given:
 - a. with respect to the Rented Hardware, for the duration of the Term but not exceeding 60 months from the commencement of the Agreement;
 - b. for all other Hardware, for 12 months from the date the relevant Hardware is delivered to the Customer;
 - c. for workmanship on Installations, for 3 months from the date of installation completion, (**Warranty Period**).

2. Process for making a Warranty Claim

- 2.1 The Customer must notify the Company in writing of any Warranty claim prior to expiry of the Warranty Period, after which time the Warranty no longer applies.
- 2.2 To make a Warranty claim for Hardware, the Customer must, at its cost, return the Hardware to the Company, unless the Company has assisted the Customer with the claim via Support Services beforehand and provided the Customer with a prepaid return label.
- 2.3 To make a Warranty claim for workmanship on Installation, the Customer must contact the Company within the specified Warranty Period. The Company reserves the right to inspect and evaluate the Hardware to determine if it is covered under the Warranty.
- 2.4 Prior to returning the Hardware, the Customer needs to contact the Company. The Company will supply a Faulty Device Return (FDR) form. The Customer may return the Hardware to the Company with the FDR form for assessment.
- 2.5 By shipping the Hardware to the Company, the Customer assumes the risk for damage or loss in transit and as such the Customer must properly package the Hardware and insure it for its new replacement value.
- 2.6 The Company may require proof of purchase of the Hardware from the Customer.
- 2.7 Upon notification of a Warranty claim for Installation or receiving the returned Hardware, the Company will determine whether the Customer's claim is covered under the Warranty. If any Warranty exclusion or limitation applies the Customer will be contacted by the Company to discuss the Customer's options, which may include repair or replacement and installation of the Hardware at the Customer's cost and expense.

- 2.8 In the event that the Company determines the Warranty doesn't apply, the Company may, at its option, require the Customer to reimburse any costs incurred by the Company in making its assessment. These costs may be recovered by the Company as an Additional Fee.
- 2.9 Any part of or the Hardware returned to the Company that is replaced shall become the Company's property.
- 2.10 If the Company determines that the Hardware or workmanship on Installation is covered under the Warranty, the Company, at its option, will:
 - a. repair the Hardware;
 - b. replace and/or re-Install the Hardware;
 - c. provide the Customer a refund for the amount paid for the Hardware.
- 2.11 The Company may use new or refurbished parts in repairing the Hardware and any replacement Hardware may be new or refurbished.
- 2.12 The Company will use all reasonable endeavours to repair/replace the faulty unit and have it resent to the Customer within 10 business days of the Company receiving the faulty unit from the Customer. The 10 business days relates to the repair/replacement of the unit only and does not include delivery time or re-Installation time.
- 2.13 After repair/replacement and/or re-Installation (if applicable) under the Warranty, the Hardware and/or re-Installation will be covered by the Warranty for the longer of:
 - a. the remainder of the Customer's original Warranty Period; or
 - b. 90 days after the Company ships the repaired/replaced Hardware to the Customer; or
 - c. 90 days after the Company re-Installs the repaired/replaced Hardware, (as applicable).
- 2.14 Subject to clause 5, the options offered to the Customer under clause 2.10 are the Customer's sole and exclusive remedy for any failure of the Hardware and/or Installation to comply with the Warranty;
- 2.15 After expiration of the Warranty Period, if the Company elects to assist the Customer with any damage or defect to the Hardware and/or Installation it may do so for an Additional Fee.

3. Warranty Limitations

- 3.1 The Warranty is given subject to the terms of this clause 3.
- 3.2 The Warranty applies to the Hardware and Installation only, not the Software or any third party software provided with the Hardware.
- 3.3 Customer Data may be lost as a result of a repair, the Customer is responsible for backing up any Customer Data prior to making a Warranty claim.
- 3.4 The Company does not warrant that the Hardware will work in combination with any particular third party software.
- 3.5 The Warranty will be voided in the event any attempt to defeat or circumvent the manufacturer's hardware or accessory technical limitation or security system is identified.
- 3.6 If a Warranty claim is approved by the Company, in accordance with this document, the Company will replace the Hardware and reinstall it at its cost. The Customer will be responsible for the costs associated with deinstalling and returning defective Hardware to the Company for testing. The Company will not be liable for the temporary replacement of the Hardware whilst Warranty claims are being processed. No third party is authorised to provide a Warranty on the Company's behalf.
- 3.7 The Customer must have utilised the Support Services to assist with troubleshooting any Hardware issue prior to making a Warranty claim.
- 3.8 The Warranty will not apply if the Hardware and/or Installation is:
 - a. damaged by use with products not sold, approved, or licensed by the Company. It is the responsibility of the Customer to ensure proper use and maintenance of the Hardware;
 - b. opened, modified, or tampered with, or its serial number is altered or removed by any party other than the Company;
 - c. is damaged as a result of external factors (e.g. being dropped, exposed to liquid, exposed to heat or cold that is out of its acceptable range);

- d. installed by a third party in a manner which is inconsistent with the instructions manual or specifications for the Hardware;
- e. any indirect, consequential, or incidental loss howsoever arising in connection with the use of the Hardware, including but not limited to loss of business, loss of profits, or personal injury, is excluded to the maximum extent permitted by law;
- f. purchased outside of Australia;
- g. not used, maintained, or stored in accordance with the Company's or the manufacturer's operating instructions;
- h. used for a purpose other than which it is designed;
- i. subjected to misuse, neglect, accident or alteration, repair, or improper testing by anyone other than the Company or its Personnel;
- j. used by the Customer after a defect has become apparent;
- k. damaged due to fair wear and tear (such as scratches or dents), an accident or other event that does not affect the functionality of the Installation;
- l. claimed to be defective by the Customer but the defect cannot be reproduced by the Company;
- m. the Company is unable to successfully make a warranty claim with the relevant manufacturer.

4. Pre-existing damage

Prior to re-Installation, the Company will inspect the area and document any existing faults or damage that may impact the functionality of the Hardware. If documented pre-existing damage affects the functionality of the Hardware, the Warranty will not apply.

5. Australian Consumer Law

This policy does not in any way limit, exclude, restrict, or modify any rights or remedies granted by the Australian Consumer Law where applicable to the Customer.

6. Contact Details

To make a Warranty claim, please contact the Company via telephone, email, or post as below:

Optix Australasia HQ

1/79 Dover Drive, Burleigh Heads QLD 4220

1800 837 433

support.au@optix.co

Send Goods for Repair to:

Technical Support Office

28 Clementine Pl, Bli Bli QLD 4560