

FULL TERMS AND CONDITIONS OF PRODUCT WARRANTY

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) and the New Zealand Consumer Guarantees Act (1993) as well as other laws in each of those jurisdictions guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of Fix8 products sold in Australia and New Zealand respectively. For products sold in New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act. In Australia, 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law. 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 the New Zealand Consumer Guarantees Act and other laws. This warranty gives you additional protection for your Fix8 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. Reutlinger Australia Pty. Ltd. trading as Fix8 Systems of 55 Harbord Road, FRESHWATER, NSW, AUSTRALIA, and Fix8 Limited of 2c Winston Place, HENDERSON, NEW ZEALAND, warrants that your Fix8 product is of acceptable quality and does not have a latent defect. For the purpose of this Warranty, a "Fix8 product" is a hardware product which was manufactured by or on behalf of Fix8 Systems or Fix8 Limited; and bears a trade mark owned or used by Fix8 (generally "ARTRACK, SLIMLINE, FIX8"); and was sold by an Authorised Reseller or Distributor of Fix8 Systems; and was purchased by the consumer. The consumer is bound to use the products in accordance with all assembly instructions and correct SWL (Safe Working loads) displayed on all products either in Australia or New Zealand. The commencement date for the warranty period is the actual day of purchase, as reflected on the Authorised Reseller's or Distributor's invoice / receipt provided to you. The period during which each Fix8 product which is the subject of this Warranty is covered by this Warranty is 12 months from the date of purchase. If you consider that the Fix8 product which you have purchased is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law or New Zealand Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty. All warranty claims are to be sent to the manufacturer. Details are below. Do not return to the principle place of purchase. Warranty service will only be provided in the specific country where the Fix8 product was originally purchased. For example, if you have purchased the Fix8 product within Australia, warranty service will be limited to Australia only. If you have purchased the Fix8 product within New Zealand, warranty service will be limited to New Zealand only.