



## Warranty Terms and Conditions

### General Terms and Conditions

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 SafeGauge products sold in Australia. 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 and other Australian laws. This Warranty gives you additional protection for your SafeGauge product, and outlines the terms by which warranty claims will be accepted or rejected and will detail the required approach to levy warranty claims.

#### I. Coverage and Application

- a. SafeGauge Pty Ltd (ABN 32 632 533 343) of 8/31 Yilen Close, Beresfield 2322 NSW ("SafeGauge") warrants that your SafeGauge product is of "Operating Quality" in that it:
  - is of acceptable quality;
  - is free from manufacturing or parts defects;
  - and is fit for purpose.
  
- b. For the purpose of this Warranty, a "SafeGauge product" is a product which:
  - was manufactured by SafeGauge; and
  - was sold by SafeGauge, or an Authorised Reseller or Distributor of SafeGauge.

#### II. Warranty Period

- a. SafeGauge provides a standard 12-month warranty on all SafeGauge products. The commencement date for this warranty period is the day on which the product is invoiced from SafeGauge or its Authorised Reseller or Distributor.
  
- b. If a warranty claim results in the replacement of the product, the replacement product will adopt the original product's warranty period and will not commence a new warranty period.
  
- c. SafeGauge may agree to provide a different warranty period which will be specified in the contract of sale. For the purposes of this agreement, any warranty period outlined in a contract of sale will supersede the warranty term defined above, but all other terms in this document remain in effect in full.

#### III. Warranty Claims

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| <b>Approved By:</b><br>X-YY-ZZZ | <b>Title</b><br><b>Issue Date:</b> 19/04/2023 | <b>Name</b><br>Warranty Terms and Conditions | <b>Revision:</b> 001<br>Page 1 of 3 |
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- a. If you believe that the SafeGauge product which you have purchased is not of acceptable quality, has a defect, or is otherwise not compliant with the conditions, warranties, undertakings, 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.
- b. To make a claim, submit all the relevant details into the “Submit a Warranty Claim” form found [here](#). You will be contacted on the details provided by a member of the SafeGauge Warranty Team to assist with your claim.
- c. SafeGauge reserves the right to request further information and provide troubleshooting and guidance to assist in resolving the issue prior to having the product returned to SafeGauge. Failure to provide such information will result in a warranty claim being declined. SafeGauge’s responsibility of warranty is deemed to have been fulfilled if this troubleshooting results in the product operating as intended and without fault. SafeGauge will not accept any further liability unless it can be demonstrated that the product is not of “Operating Quality”.
- d. The product should not be returned to SafeGauge until you are provided with a Warranty Claim Number which begins the warranty claim process, and are directed to return the product to us.
- e. The customer is responsible for the costs of returning the product to SafeGauge, or any other location reasonably requested by us. SafeGauge will be responsible for the costs of returning the product to the customer if the warranty claim is accepted, otherwise the costs of shipment will be passed to the customer.

#### IV. Remedy

- a. SafeGauge will undertake to assess the product to determine if the product is of “Operating Quality”.
- b. If the product is deemed to not be of operating quality, SafeGauge at its sole discretion will remedy the product by:
  - repairing the product using new or refurbished materials or;
  - exchanging the faulty product with a new or refurbished product of equal or greater condition.

#### V. Exclusions

- a. This warranty does not cover loss caused by:
  - normal wear and tear;
  - damage by fire or water ingress which is not a manufacturing fault;
  - misuse or abuse including the removal of serial numbers;
  - improper use, including the use of non-SafeGauge approved accessories;
  - improper maintenance or failure to maintain;
  - tampering;
  - 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 SafeGauge’s control;
  - defects not notified to SafeGauge within the Warranty Period, however, you may also have statutory rights outside of the warranty period.

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- b. The warranty does not cover the repair of cosmetic or physical damage.
  
- c. The product does not need to be returned in its original packaging, however, the customer is responsible for ensuring that the product is shipped in suitable packaging. SafeGauge will not accept responsibility for products which are damaged, or lost, in transit.

## Document Change History:

| <b>Revision:</b> | <b>Date:</b> | <b>Summary of Changes:</b> | <b>Amended by:</b> |
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