## Legally required warranties specified by the Trade Practices Act 1974 (October 2006)

This warranty covers the sale of goods and services provided by Kentronics.

The following legally required warranties apply:

- clear title: the customer must obtain clear title to goods sold
- sale by description: goods must correspond with any description that you provided to the buyer or any sample (whether in promotional material, over the phone, in person, on a web site or on labelling or packaging)
- · merchantable quality: goods must meet basic level of quality and performance considering price and description
- **fitness for purpose**: goods and services must be fit for the particular purpose (you have adequately advised the customer on the best product or service to meet their needs)
- quiet possession: the supplier or anyone claiming title through the supplier must not disturb the consumer's quiet possession of the goods
- outright ownership: there must be no undisclosed money owing on goods that you sell.
- due skill and care: if you provide a service, you must carry it out with due skill and care.

If Kentronics fails to meet our legal obligations under the act, a full refund or exchange will be offered to the customer.

## **Terms and Conditions**

Kentronics will make clear the terms & conditions to each customer at the initial time of sale. This will include Cash Sale & Account Customers.

All goods & services provided by Kentronics are covered by a full three (3) month warranty. Warranty claims are to be submitted within this three (3) month warranty period.

This is a "back to base" warranty. This requires the delivery of the product for repair back to Kentronics.

Outgoing freight from Kentronics to the customer is fully covered under a warranty condition. All other freight charges are not covered under this warranty.

Kentronics is not liable to incur charges associated with a warranty claim outside the parameters of goods & services supplied. All costs incurred by a customer or third party entity over and above the original invoice value for the claim are not subject to this warranty.

When claiming warranty a Proof of Purchase must accompany all goods submitted to Kentronics.

Complete modules or assemblies supplied outright by Kentronics will be fully covered under this warranty.

Customer owned modules or assemblies serviced by Kentronics will hold partial warranty conditions. Kentronics will fully cover under this warranty all supplied goods & services included in a repair. Customer owned components and hardware not supplied during the repair service by Kentronics will not be covered under this warranty. Regardless, all labour costs associated with a warranty claim will be covered under this warranty.

Where goods are covered by a manufacturer's warranty, and Kentronics is an authorized warranty repair agent for this manufacturer, proof of purchase may be required & requested by the manufacturer prior to warranty repair. The manufacturer must be satisfied that a claim is valid and approve such services. If Kentronics is not an approved warranty repair agent for the manufacturer, then to make a warranty claim the goods are to be delivered directly to the manufacturer or authorized warranty repair agent.

All warranty claims must be directed to Kentronics in writing via letter, facsimile or email. A copy of this same document must accompany the claim including the Proof of Purchase document. Kentronics will assess the warranty claim & advise the customer in writing the outcome of the warranty claim within fourteen (14) days of receiving the claim shipment.

A 20% re-stocking fee & 100% freight charge applies if a purchased item is returned to Kentronics no longer required or due to a change of mind by a customer. Goods returned under this condition must be in the same condition as supplied & show no sign of damage or misuse. Goods supplied new must include all original packaging in clean condition. This instance must be processed within fourteen (14) days of purchase date. The exclusion to this is "Change Over" supply which is non-returnable or refundable as it is offered specifically to order only.

The following may void this warranty:

- the product has been tampered, repaired and/or modified by non-authorized personnel
- there is damage caused by accident, natural disaster, intentional or accidental misuse, abuse, neglect or improper maintenance, or use under abnormal conditions
- there is damage caused by improper installation or improper connection to other devices
- there is damage caused by an external electrical fault or supply
- there is damage from use outside of the operation or storage parameters or environment
- there is damage from use of parts not in accordance with the manufactures specification

Kentronics reserves the right in respect of any warranty claim and at any time to require provision of information and documents at its discretion. Non provision of these documents or information by the claimant may result in refusal of the warranty claim.

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