

MONTREAUX PTY LTD trading as MATElec Australia ACN 160 835 334 ("MATElec") warrants to the original purchaser ("Purchaser") that hardware products supplied by it (the "Goods") will be free from defects for a minimum period of 12 Months (or as otherwise specified for a particular product or product category) from the date of dispatch from MATElec's premises ("Warranty").

Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of MATElec. If a replacement product is supplied, warranty remains based on the original date of dispatch from MATElec's premises.

Investigation of Claims:

All Goods, the subject of a warranty claim, must be inspected by MATElec for evaluation before any warranty claim is approved.

To make a warranty claim pursuant to this Warranty, the Purchaser must:

- notify MATElec within 7 days of the alleged defect first coming to the Purchaser's notice and within the warranty period.
- provide MATElec all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase.
- provide evidence that the Goods have been installed correctly and is used in accordance with the MATElec's instructions supplied with the Goods; and
- make the Goods available for inspection by MATElec, so that MATElec may carry out all necessary work with the Goods.

Conditions of Warranty:

This warranty extends only to:

- defects arising solely from faulty design, materials or workmanship under proper use of the Goods.
- Goods installed by a suitably qualified and experienced person.
- Goods sold by MATElec or its authorised distributors or dealers and only where the Goods are used and serviced within Australia; and
- where the defects appear in the Goods within the Warranty period.

Exclusions to Warranty:

This Warranty does not cover

- unauthorised repairs, alteration, modification or substitution of any parts of the Goods, or use of the Goods other than in accordance with the instructions supplied.
- other goods that are not manufactured or supplied by MATElec.
- Electrical products and systems into which the Goods are installed or form part of, but which have not been supplied by MATElec;
- Goods purchased:

- other than from MATElec (such as purchases from unauthorised retailers and purchases over the internet, from local/international sellers or sites such as Ebay and Amazon),
- from a competitor or not from an authorised dealer or distributor of MATElec; In addition to the above, this Warranty DOES NOT cover the following:
- Damage or defects to the Goods that ought reasonably to have been revealed to you by an examination of the Goods, where you conducted such an examination before acquiring the Goods,
- Normal wear and tear due to the course of normal use,
- Any Goods with a serial number removed,
- Any software applications or programs which relate to the Goods but have not been supplied by MATElec or any MATElec authorised dealer,
- Accidental damage or damage caused by an extra-ordinary event or circumstance beyond your or anyone else's control including damage caused by:
- environmental factors,
- natural discolouration of material due to ultraviolet light,
- crushing, impact with hard surface or damage caused in the transit of the Goods,
- foreign material, or exposure of the product to excessive heat or cold or to solvents, or water entry into the Goods,
- abnormal Goods performance caused by any ancillary Goods interference or other external factors,
- improper or inadequate maintenance or calibration of the Goods,
- adverse external conditions including electrical power surges, spikes or dips, or fluctuations in voltage or current.

Charges will apply for any non-warranty services performed.

Limitation of Liability:

The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'MATElec', 'You' means the 'Purchaser' and 'goods' means 'Goods':

- *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 for 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.

Notwithstanding the preceding clause and to the extent permissible by law, the liability of MATElec is limited, in relation to the Goods and at the option of MATElec to:

- replacing the Goods, or where the product no longer exists, the supply of equivalent Goods.
- the repair of the Goods.
- the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- the payment of the cost of having the Goods repaired.

Where the goods are services.

- the supply of service again; or
- payment of the cost of having the services supplied again.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and MATElec is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:

- loss of revenue.
- loss of profit or anticipated profit.
- loss of business.
- loss of business reputation.
- loss of opportunities.
- loss of anticipated savings.
- loss of goodwill; and
- any other loss suffered by a party because of a breach of this Warranty that cannot reasonably be considered to arise directly and naturally from that breach.
- The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.
- This warranty is not applicable outside Australia.

Contact Details:

To make a claim under this Warranty or to discuss the warranty service, please contact MATElec at:

- Address: 5 Telford Drive, Shepparton VIC 3630
- Phone: 1800 281 282
- Fax: 1300 281 282
- Email: info@matelecaustralia.com.au

Or

- Contact an authorised agent of Matelec from whom the Goods were purchased.