



# **IPO Digital** Solutions

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Your Business I.T. Specialists

## **1. Warranty and Exclusion of Liability subject to the Prescribed Terms.**

- a.** IPO Digital Solutions warrants to the original Purchaser (which includes purchases directly from IPO Digital Solutions or via an Authorised IPO Digital Solutions Reseller to persons who buy the goods for their own use) that the goods will be free from defects in materials and workmanship for a period of 24 months from the date of delivery.
- b.** IPO Digital Solutions reserves the right to inspect and test the products for the purpose of determining the extent of any defect and the validity of any claim made under this warranty. All defective parts and products replaced by IPO Digital Solutions under this warranty will be deemed to be the property of IPO Digital Solutions.
- c.** To the extent permissible by the Act, this IPO Digital Solutions warranty will not apply if the product is rendered faulty by a factor other than a defect in materials and workmanship. Such factors include but are not limited to:
  - i.** Damage through misuse (including failure to maintain, service or use with proper care), neglect, accident or ordinary wear and tear.
  - ii.** Use for a purpose for which the product was not sold or designed.
  - iii.** Use which is not in accordance with any specified instructions for use.
  - iv.** Installation (where applicable) which is not in accordance with any specified instructions for installation or is otherwise defective (other than when IPO Digital Solutions is responsible).
  - v.** Use or operation after a defect has occurred or been discovered.
  - vi.** Damage through freight, transportation or handling in transit (other than when IPO Digital Solutions is responsible).
  - vii.** Damage through exposure to chemicals, dusts, residues, excessive voltage, heat, hard water, atmospheric conditions or other forces or environmental factors outside IPO Digital Solutions' control.
  - viii.** Repair, modification or tampering with by the Purchaser or any person other than IPO Digital Solutions or an authorised IPO Digital Solutions Service Agent; or
  - ix.** Use of parts, components or accessories which have not been supplied by or specifically approved by IPO Digital Solutions.

- d. The Purchaser must retain proof of purchase (receipt) in order to be eligible to make a warranty claim.
- e. The IPO Digital Solutions product warranty provided under this clause is a non-transferable right and the warranty will be deemed void upon the transfer of ownership of the product.
- f. IPO Digital Solutions does not cover any additional charges such as parking, accommodation or travel time to remote areas under warranty.
- g. Standard business hours are from 8.30am to 5.30pm, Monday to Friday, excluding public holidays. Additional labour costs will apply for service outside standard business hours.
- h. Warranty liability is excluded for:**
  - i. Situations where IPO Digital Solutions is not satisfied (acting reasonably) the equipment or any part of the equipment has been used in accordance with the manufacturer's instructions or user manuals including misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, fire or act of God.
  - ii. Any consequential loss, damage or expense arising directly or indirectly from use and/or installation of the equipment otherwise than in accordance with the Instructions.
  - iii. Any damage or malfunction arising from, or relating to, Purchaser's failure to properly maintain or clean the equipment in accordance with the Instructions.
  - iv. Damage caused to equipment during transportation, which is outside IPO Digital Solutions' standard delivery conditions.
  - v. Maintenance, repair or other works not undertaken by IPO Digital Solutions or an authorised IPO Digital Solutions service agent.
  - vi. Transportation costs associated with transporting the equipment to a IPO Digital Solutions authorised service agent where IPO Digital Solutions considers (acting reasonably) that repairs cannot be undertaken on-site.
- i. Unless agreed to by IPO Digital Solutions in writing to the purchaser, warranty is not included in the sale price for goods sold to or installed outside Australia.

- j. IPO Digital Solutions warrants that the goods when delivered to the Purchaser will comply with any description for the goods contained in the relevant order confirmations (if any) and with the standard specification for the goods.
- k. The Purchaser acknowledges, agrees, represents and warrants that:

  - i. As the use of the goods is outside the control of IPO Digital Solutions, the Purchaser is satisfied that the goods when supplied will have the condition, characteristics, quality and attributes that will make them suitable or fit for any ordinary or special purpose required for those goods, even if that purpose is made known to IPO Digital Solutions at any time.
  - ii. The Purchaser has or will in a timely manner conduct all mandatory or prudent tests and apply all mandatory or prudent quality control checks and procedures to ensure the goods and any product that is produced from them will be without defect and suitable or fit for any purpose required for them; and
  - iii. The Purchaser releases and indemnifies IPO Digital Solutions and its officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Purchaser and whether at common law, in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness, cost or damage arising out of any breach by the Purchaser.
- l. Notwithstanding anything to the contrary herein contained but subject to the provisions of any Prescribed Terms, IPO Digital Solutions' liability in respect of any Claim arising in any way out of the Contract or its performance or from any failure to perform the Contract including (without limiting the generality of the foregoing) for breach of any condition, warranty or guarantee contained in the Contract or in any Prescribed Term implied into or applying to the Contract and whether that liability arises under contract, tort (including negligence), breach of statutory duty or otherwise, is limited as follows:

  - i. if any guarantee under the Act is applicable to any good or service supplied by IPO Digital Solutions and IPO Digital Solutions' liability is due to a failure to comply with the guarantee and such failure cannot be remedied or is a major failure as defined in the Act (each such failure hereafter referred to as a Relevant Failure), IPO Digital Solutions' liability is as stated in the Act in respect of that Relevant Failure;

- ii. if the liability is due to a failure to comply with any condition, warranty or guarantee in respect of any good or service supplied by IPO Digital Solutions under the Contract and such failure is not a Relevant Failure, IPO Digital Solutions' liability is limited as follows in respect of such failure:
      - 1. if the failure is in respect of goods, IPO Digital Solutions' liability is limited to replacement of the goods or the supply of equivalent goods, the repair of the goods, payment of the cost of replacing the goods or of acquiring equivalent goods, or payment of the cost of having the goods repaired, as determined by IPO Digital Solutions in its sole discretion; and
    - iii. if the failure is in respect of services, IPO Digital Solutions' liability is limited to the supply of the services again or payment of the cost of having the services supplied again, as determined by IPO Digital Solutions' in its sole discretion;
  - m. in respect of all other liability (if any), IPO Digital Solutions' liability is limited in the aggregate to the amount of \$5,000.
  - n. To the extent permitted by law, IPO Digital Solutions will have no liability to the Purchaser, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity arising out of or in connection with the Contract or its performance.
  - o. Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of Prescribed Terms, except to the extent permitted by the Prescribed Terms where applicable.
  - p. If the Purchaser is a consumer for the purposes of the Act, nothing in these Terms limits any remedy available for a failure of the guarantees in sections 56 and 57 of the Act.