

Warranty Statement



RugGear[®]

AUSTRALIA AND NEW ZEALAND

www.ruggear.com.au

www.ruggear.co.nz

LIMITED WARRANTY FOR RUGGEAR CONSUMER PRODUCTS (MOBILE PHONES, TABLETS AND ACCESSORIES)

Important Note: When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Ruggear consumer product, whether in person, by email or by fax. A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.

Information provided in this Warranty may be modified or updated by Ruggear from time to time. To ensure you have the most up-to-date warranty information, please refer to the warranty information published on www.ruggear.com.au or www.ruggear.co.nz

LIMITED WARRANTY TERMS AND CONDITIONS

In Australia:

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 Ruggear 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 laws. This Warranty gives you additional protection for your Ruggear consumer 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.

In New Zealand:

The New Zealand Consumer Guarantees Act (1993) guarantees certain conditions, warranties and undertakings, and gives you other legal rights, in relation to the quality and fitness for purpose of Ruggear consumer products sold in New Zealand. In New Zealand, these guarantees can neither be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act. You are entitled to a replacement or refund for what a reasonable person considers to be a failure of substantial character 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 what a reasonable person considers to be a failure of substantial character. Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the New Zealand Consumer Guarantees Act and other laws.

This Warranty may give you additional protection for your Ruggear consumer 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.

I. Coverage and Application

1. Extreme Products Pty Ltd of Unit 2, 30 Pilbara St Welshpool WA 6106 ("Ruggear") warrants that your Ruggear consumer product:
 - (a) is of acceptable quality;
 - (b) does not have a latent defect.
2. For the purpose of this Warranty, a "Ruggear consumer product" is a hardware product which:
 - (a) was manufactured by or on behalf of Ruggear; and
 - (b) is used in a normal domestic environment, not a commercial environment; and
 - (c) bears a trade mark owned or used by Ruggear (generally "RUGGEAR"); and
 - (d) was sold by an Authorised Reseller or Distributor of Ruggear; and
 - (e) was purchased in Australia or New Zealand,

but does not include any hardware or software which is packaged or sold with a Ruggear consumer product unless that is itself a Ruggear consumer product.

II. Warranty Period

This Limited Warranty shall last for twelve (12) months from the date of original purchase for mobile devices, and twelve (12) months for accessories (whether included in the mobile device sales package or sold separately) other than the media on which any software is provided, CD-ROM, memory card ("Warranty Period"). In all cases the commencement date for the period is the actual day of purchase, as reflected on the Authorised Reseller's or Distributor's invoice / receipt provided to you.

III. Warranty Claim

1. If you consider that the Ruggear consumer 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.
2. Except where an International Product Warranty has been provided with your Ruggear consumer product, warranty service will only be provided in the specific country where the Ruggear consumer product was originally purchased. For example, if you have purchased the Ruggear consumer product within Australia, warranty service will be limited to Australia only.
3. If you purchased this product in Australia and wish to make a claim under this Warranty, you should contact Ruggear by visiting www.ruggear.com.au
4. If you purchased this product in New Zealand and wish to make a claim under this Warranty, you should contact Ruggear by visiting www.ruggear.co.nz

Product Online Registration

You can register your product online at www.ruggear.com.au if it was purchased in Australia. You can register your product online at www.ruggear.co.nz if it was purchased in New Zealand. While registration is not necessary to make a claim under this Warranty, it may assist Ruggear to process any claim which you may make more quickly.

5. When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Ruggear consumer product, whether in person, by email or by fax. A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.
6. You will not be able to gain the benefit of this Warranty without making a claim.
7. Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Ruggear consumer product. Ruggear is not responsible for the damage to or loss of any programs, data, or removable storage media where you do not backup your data.
8. If, following receipt of a claim under this Warranty, Ruggear or its agent determine that your claim in respect of a Ruggear consumer product is valid (having regard to the terms of Part II of this Warranty), and:
 - a) if the goods can be repaired and the failure to comply with the warranty is not what a reasonable person considers to be a failure of substantial character, Ruggear or its agent will either repair the Ruggear consumer product or, if authorised by Ruggear, pay you for the cost of a repair of the Ruggear consumer product, or replace the Ruggear consumer product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and at no cost to you. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods; or
 - b) if the goods cannot be repaired or the failure to comply with the warranty is what a reasonable person considers to be a failure of substantial character, you may reject the goods or require Ruggear to pay you compensation for any reduction in the value of the goods below the price paid or payable by you for the goods.

Ruggear's preferred approach to resolving claims under this Warranty is set out by product in the tables in Part II of this Warranty, although each claim is assessed on its own merits. If Ruggear provides you with either a replacement or refund, you immediately transfer ownership in the original Ruggear consumer product or part to Ruggear. If Ruggear repairs the goods, you immediately transfer ownership in any residual parts to Ruggear. Any such resolution by Ruggear of a claim under this Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

9. If, following receipt of a claim under this Warranty, Ruggear or its agent determine that your claim in respect of a Ruggear consumer product is invalid, Ruggear may charge you for any labour, parts or transport costs incurred by Ruggear or its agent in assessing your claim.

IV. Warranty Transferability

1. This Warranty is transferable to a subsequent owner of a Ruggear consumer product, in the event of the sale of that product, provided that Ruggear is informed in writing within a reasonable time of the sale of the subsequent owner's name and contact details, such notice to be provided to Ruggear at www.ruggear.com.au or www.ruggear.co.nz. The notice should identify the name of the previous owner of the Ruggear consumer product, place and date of purchase, model, make and serial number of the product. The effective transfer of this Warranty does not otherwise alter the terms of this Warranty in any way.
2. In cases of authorised product replacement of the original purchased Ruggear consumer product, the replacement Ruggear consumer product will be subject to the remainder of the original purchased Ruggear consumer product warranty or three months, whichever is the greater.

V. Carry-In repairs

If you wish to make a claim in relation to a Ruggear consumer product, it is your responsibility to transport the Ruggear consumer product to your nearest Ruggear authorised repair service centre for assessment, and the shipping cost shall be borne by you. Whenever possible, the product should be returned in its original carton and packing or alternatively in packing suitable to prevent damage to the product. Ruggear will not accept responsibility for damage to the product during this transport caused by unsuitable or inadequate packing.

VI. Warranty Exclusions

1. This section identifies what is excluded under this Warranty.
2. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) if the Ruggear consumer product was purchased in Australia or the New Zealand Consumer Guarantees Act if the Ruggear consumer product was purchased in New Zealand, and which are not expressly included in this Warranty as additional warranties or conditions are excluded.
3. This Warranty does not cover:
 - a) deterioration of the Ruggear consumer product due to normal wear and tear;
 - b) damage caused by misuse or abusive use of the Ruggear consumer product, including physical abuse;
 - c) cosmetic damage, including but not limited to scratches, dents, cracks or other cosmetic damage;
 - d) damage caused by incorrect operation or not following the operation instructions (as stated in the Product Operation Manual or manufacturer's instructions provided with the Ruggear consumer product);
 - e) damage caused by improper installation;
 - f) damage caused by incorrect or improper maintenance or failure to maintain the Ruggear consumer product;
 - g) damage caused by failure to clean or improper cleaning of the product;
 - h) damage caused by incorrect voltage or non-authorised electrical connections;

- i) damage caused by 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 Ruggear's control;
 - j) damage caused by exposure to excessive heat, moisture or dampness;
 - k) damage caused by exposure to abnormally corrosive conditions;
 - l) damage caused by use of non authorised/non-standard, defective or incompatible parts;
 - m) damage caused by password setting/ resetting and computer virus;
 - n) damage caused by repair, modification or other work carried out on the Ruggear consumer product other than by Authorised Ruggear Service Personnel;
 - o) any damage caused by micro sims where the consumer product is not specifically designed to accept them;
 - p) defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified;
 - q) defects caused by a defective function of the cellular network or other system;
4. This Warranty does not cover Ruggear consumer products purchased in an auction.
 5. If the Ruggear consumer product you are using has been rented or leased by you, and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.
 6. This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.
 7. This Warranty does not cover Ruggear consumer products which, at the time you consider a claim might be made under this Warranty, do not bear the original manufacturer's factory-applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).
 8. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. Please note that the repair of goods may result in loss of data.
 9. If you purchased the Ruggear consumer product in New Zealand for the purposes of a business, it is hereby agreed that the provisions of the Consumer Guarantees Act 1993 do not apply in accordance with section 43(2) of the Act.

THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY RUGGEAR TO THE CUSTOMER. IN NO EVENT SHALL RUGGEAR BE LIABLE UNDER THIS LIMITED WARRANTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE OF THE RUGGEAR CONSUMER PRODUCT OR ANY ASSOCIATED EQUIPMENT, OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER TO THE FULLEST EXTENT THAT THOSE LOSSES OR DAMAGES CAN BE DISCLAIMED BY LAW. IN ANY CASE RUGGEAR AND ITS SUPPLIERS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE RUGGEAR CONSUMER PRODUCT.