

Australian Consumer Law Notice

Our goods come with guarantee 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Warranty

1. General Terms and Conditions: Australia and New Zealand

This document sets out the terms and conditions of HDInteractive (HDI) manufacturer's product warranties for HDInteractive (HDI) branded products.

In this warranty:

- a) "ASP" means a HDI Authorised Service Provider.
- b) "HDI" means HDInteractive ACN 115 616 325
- c) "Product" means any tangible personal property purchased by you from HDI;
- d) "Warranty Period" means the period or periods of time specified in the Table for Warranty Period for HDI Products;
- e) "You" means the purchaser of any one or more Product, and "your" has a corresponding meaning.

2. Warranty Terms

- 2.1 HDI warrants that the Product is free from manufacturing defects in material and workmanship when despatched from a HDI warehouse in Australia or New Zealand for the relevant Warranty Period.
- 2.2 Subject to the terms of this warranty HDI will repair or replace at no additional charge, defective parts with new parts or serviceable parts that are equivalent to new parts in performance.
- 2.3 This warranty only applies to Product purchased in Australia or New Zealand and is in addition to (and does not exclude or modify in any way) any non-excludable statutory warranties in Australia and New Zealand.
- 2.4 The sales receipt is proof of purchase of the Product and the warranty period commences as of the date on the receipt. Please complete section 10 below to maintain a record of your purchase.
- 2.5 It is your responsibility to maintain useable archival back-ups of all data and to reload all

software following any maintenance or repair work.

- 2.6 This warranty is given in addition to the other rights and remedies that are conferred to you by the law.

3. Warranty exclusions

This warranty or a claim made under it may be refused if the defect claimed has arisen for reasons other than faulty or defective parts of workmanship. Circumstances in which a warranty claim may be declined include, but are not limited to, the following:

- 3.1 The Product is damaged by:
 - (a) accident;
 - (b) misuse or abuse, including failure to properly maintain or service;
 - (c) normal wear and tear;
 - (d) incomplete or improper installation;
 - (e) incorrect, improper or inappropriate operation;
 - (f) insect or vermin infestation;
 - (g) lightning strike, thunderstorm, hail, flood and fire
 - (h) food or liquid spills or immersion in liquid;
 - (i) use or storage in dusty conditions or at temperatures other than as recommended in the Product's specifications or instruction manual;
 - (j) incorrect voltage or use of batteries or charging units other than those supplied or recommended by HDI; and
 - (k) images burnt into the displayed image as a result of a failure to use power saving or screen savers.
- 3.2 Horizontal/Table installation (unless approved by Technology Core).
- 3.3 The Product's serial number or warranty seal has been removed or defaced;
- 3.4 A claim for missing software or accessories was not reported during HDI's normal business hours within 7 working days after purchase and/or satisfactory evidence that the relevant item was missing is not provided.
- 3.5 Software related faults resulting from incorrect installation of software (except where the software is installed by an ASP). Viruses or bugs are not considered Product faults.

- 3.6 Parts, products and software not manufactured or supplied by HDI, whether installed in or attached to the Product, are not covered by this warranty.
- 3.7 LCD/LED screens may contain defective pixels which, while visible, may not constitute a defect for the purposes of this warranty. HDI retains the right to refuse any claim for repair or replacement of a LCD/LED screen if the number of defective dots falls within HDI's specifications.
- 3.9 Parallel/grey imports
- "Parallel" or "grey" imports is a term used to describe products imported directly into a country by persons other than the manufacturer's authorised distributor in that country.
- HDI is the sole authorised importer into Australia of HDI branded products.
- HDI does not provide any warranty or guarantee on parallel or grey imports.
- HDI is under no obligation to service or repair parallel or grey imports and will charge standard commercial rates on such products it chooses to service or repair that it is requested to service.
- Consumers who intend to purchase HDI branded products overseas or online are advised to check with the reseller to establish the warranty applicable to the product. HDI will not be bound by any incorrect information provided by the reseller.
- Consumers are also warned that goods purchased outside of Australia may not meet Australian safety or other standards.

4. How to arrange warranty service

- 4.1 Before initiating a warranty service, please prepare the following information:
- (a) Product name or model number;
 - (b) Full serial number;
 - (c) Your contact address, email, telephone and fax numbers;
 - (d) Detailed description of the fault; and
 - (e) Purchase invoice or receipt.

4.2 Return of Product

The Table of Warranty Period for HDI Products in paragraph 11 below sets out how your Product is

to be delivered using the return-to-base method to HDI for assessment and repair.

4.3 Return to base

- (a) **If your Product is to be returned to HDI or your nearest ASP for repair, you must include your receipt as a proof of purchase date, and the information set out in paragraph 4.1 above.**
- (b) The Product should be packed to avoid damage in transit. If possible, packing it with the original packing material or materials will minimise the risk of the Product being damaged in transit. HDI shall have no liability whatsoever for any damage caused during or as a result of transit.
- (c) HDI will notify you when the Product has been repaired and is ready for pick up.
- (d) Please note that freight and insurance to and from HDI or your nearest ASP must be arranged and paid for by you.

5. Repair Notice

HDI gives the following notice with respect to all repairs of Products:

5.1 User-generated data

The repair of goods capable of retaining *user-generated data* may result in the loss of data stored on those goods.

In this notice, "*user-generated data*" means any data stored on goods including customised programming on computers.

5.2 Use of Refurbished Parts

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.

6. Customer Charges

- 6.1 Where a claim is made under this warranty and HDI or the ASP determines that the problem with the Product is not covered by any applicable warranty, you will be liable for any charges incurred to rectify the problem. In the event that no fault is found with the Product you will be charged an inspection fee.

6.2 In order to minimise the possibility of your

10. Warranty Details

Please record the following details in relation to your Product and store this information in a safe place:

incurring charges for the correction of any problem, we recommend you check the following:

- (a) The Product and software have been correctly installed;
- (b) All settings are in accordance with the instruction manual; and
- (c) The problem is not related to any accessory or software not supplied with the product, or due to any introduced virus or bug.

- (b) in the case of services, the supply of the services again or the payment of the cost of having the services re-supplied.

7. Limitation of Liability

7.1 To the full extent permitted by law all warranties other than provided herein are expressly negated, and HDI shall not be liable with respect to any loss or damage whether direct or indirect or consequential arising from your purchase, use or non-use of the Product.

7.2 Provisions of the Competition and Consumer Act and other State legislation in Australia, and the Consumer Guarantees Act, the Sale of Goods Act and the Fair Trading Act in New Zealand, imply warranties or conditions, or impose obligations, upon HDI which cannot, in whole or in part, be excluded, restricted or modified. To the extent permitted by law, HDI's liability (if any) arising out of or in relation to the Products or any services supplied by HDI shall be limited, at its option, to:

- (a) in the case of Products, the replacement or repair of the Products or the supply of equivalent products or the payment of the cost of replacing the Products or having the Products repaired or of acquiring equivalent Products.

7.3 The warranties conferred under HDI's manufacturer's warranty do not extend to any costs, damages or losses associated with the installation, de-installation or re-installation of a Product, including costs associated with the de-mounting or re-mounting of any projector (and any other ancillary activities), delivery, handling, transportation or insurance of the Product or any part or replacement of the Product.

8. Privacy

In the event that you make a warranty claim it will be necessary for HDI and/or the ASP and retailer from whom you purchased the Product to exchange the personal information you have provided (as defined in the Privacy Act 1988 (Cth)) for the purpose of contacting you (if required) and as otherwise necessary to enable HDI to meet its obligations under this warranty.

9. Contact Details



Unit 30, No 10 Mirra Court
BUNDOORA, VICTORIA, 3083
AUSTRALIA

Tel: + 61 3 9457 1222

Fax: + 61 3 9459 6400

Email: info@hdinteractive.com.au

Model: _____

Serial Number: _____

Date of Purchase: _____

Place of Purchase: _____

Company Name: _____

Address: _____

Please also retain with this information, a copy of the invoice issued to you by the supplier.

11. Table of Warranty Period for HDI Products

The warranty applicable to each Product is set out in the tables below.

11.1 Complete Products

Product	Model No.	Warranty Period
HDI Interactive Whiteboards	HDI-86i, HDI-92i, HDI-105i	3 Years back-to-base
Projection Whiteboard	HDI-95PW	1 Year back-to-base
Multi Touch Screens	HDI-55 EDGE/ HDI-65 EDGE HDI-75 EDGE / HDI-86 EDGE HDI-55 flex / HDI-65 flex HDI-75 flex / HDI-86 flex	5 Years back-to-base
Multi Touch Screens	HDI-98 EDGE / HDi-110 EDGE HDI-98 flex / HDi-110 flex	3 Years back-to-base
Display Screens	HDI-55 DISPLAY / HDI-65 DISPLAY HDI-98 DISPLAY	3 Years back-to-base
Collaboration Master Screens	HDI-105 CM	3 Years back-to-base
Infobit	iShare / iCam / iTrans	3 Years back-to-base
PCAP	HDI-PCAP PRO-65 / HDi-PCAP PRO-75 / HDi-PCAP PRO-86 HDI-Workspace 65 Series 2	2 Years back-to-base
Mobi Trolleys	HDI Ergo Series HDI MHAT	5 Years back-to-base 1 Year back-to-base
Audio/Video & Accessories	HDI-ISS / HDi Soundbar / HDi Webcam / HDi-OPS	1 Year back-to-base
Collaboration Devices	Air Server Connect	2 Year back-to-base
Wall Mount Bracket/Height Adjustable	HDI Ergo Wall Mount / iMount	5 Year back-to-base
Digital Signage	HDI Vendo Kiosk / HDi Vendo Display	3 Year back-to-base

Note: The above warranty periods are subject to terms and conditions, please refer to your 'Tax Invoice'. The warranty period for product accessories (e.g. remote control) is 12 months.