



## APPENDIX A

### AIRSTREAM PRODUCT WARRANTY

This document sets out the warranties that are provided by Airstream Components WA Pty Ltd ACN 146 196 778 (“**Airstream**”) in relation to each Product.

#### 1. Definitions

In this document:

“**Australian Consumer Law**” means the law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any corresponding provisions of state or territory fair trading legislation.

“**Customer**” means the party that acquired the Product from Airstream for that party’s use or, if the party who acquired the Product from Airstream was an authorised distributor, reseller or dealer, the party who acquired the Product from the distributor, reseller or dealer.

“**iZone Tablet**” means the product known as the “iZone Tablet”.

“**Product**” means:

- a) an iZone Tablet; or
- b) other product manufactured by or for Airstream.

“**Site**” means the place at which the Product is located.

“**Third Party Goods**” means a product (including batteries) or item of equipment manufactured by a third party which is supplied with, or fitted to, a Product.

“**Warranty**” has the meaning given in clause 2.1.

“**Warranty Claim Form**” means the warranty claim form available on the Website.

“**Warranty Period**” means:

- a) for an iZone Tablet, one (1) year;
  - b) for a Product (excluding an iZone Tablet) that has not been registered in accordance with clause 3, two (2) years; or
  - c) for a Product (excluding an iZone Tablet) that has been registered in accordance with clause 3, eight (8) years,
- from the date of purchase by the Customer.

“**Website**” means the Airstream website at [www.air-stream.com.au](http://www.air-stream.com.au).

#### 2. Warranty

2.1 Subject to clauses 4 and 5, Airstream expressly warrants that each Product is free from operational defects in workmanship and materials for the Warranty Period (“**Warranty**”).

2.2 The benefits of the Warranty are in addition to all other rights and remedies which the Customer may have under Australian Consumer Law and any other law in relation to the Product to which the Warranty relates.

2.3 Each Product comes with guarantees that cannot be excluded under Australian Consumer Law.

#### 3. Extended Warranty

3.1 In order to receive an extended eight (8) year Warranty for a Product (“**Extended Warranty**”) the Customer must register the Product by completing, and providing to Airstream, the registration form supplied in the Product user manual or downloaded from the Website (“**Registration**”).

- 3.2 Registration must be completed within sixty (60) days of the Product being purchased by the Customer.

## 4. Exclusions to Warranty

- 4.1 The Warranty does not cover Third Party Goods.
- 4.2 Subject to any statutory provisions to the contrary, the Warranty does not extend to cover damage to furniture, carpets, walls, ceilings, foundations, vehicles, or any other consequential loss arising either directly or indirectly due to the malfunction of the Product.
- 4.3 If a third party installer knowingly installs a defective Product, the Warranty will be strictly limited to the resupply of that Product and shall not include any labour costs.

## 5. Repair or Replace

During the Warranty Period, Airstream will, subject to clause 6, replace or repair any defective Product or defective component of a Product without, subject to clause 8, charge provided that the defect does not constitute damage that has arisen from:

- a) faulty, improper, incorrect or incomplete adjustment, operation or installation of the Product;
- b) any modification of the Product, without the written approval of Airstream, including tampering with or any attempt to disassemble the Product;
- c) inadequate or improper maintenance of the Product;
- d) misuse or abuse;
- e) normal wear and tear;
- f) failure for any reason to follow the instructions for use given in any user manual applicable to the Product;
- g) act of God;
- h) fire, flood, collision or other trauma; or
- i) insects or animals.

## 6. Warranty Claim Procedure

- 6.1 To obtain the benefit of the Warranty the Customer must:
- a) contact Airstream within the Warranty Period or within seven (7) days of the discovery of the defect, whichever is the earlier;
  - b) complete and send to Airstream the Warranty Claim Form accompanied by proof of purchase of the Product.
- 6.2 On receipt of the Warranty Claim Form and proof of purchase of the Product, Airstream will contact the Customer to determine the extent of the issue or defect with the Product.
- 6.3 If there is an issue or defect with the Product that is covered by the Warranty then Airstream will at its sole option:
- a) require the Customer, at the Customer's expense, to have the defective Product, or defective component part, delivered to Airstream; or
  - b) provided the Site is located in the Perth metropolitan area, send an Airstream service technician to the Site to effect repairs to or replacement of the Product, save that the reasonable travel expenses (including travelling time) of the technician must be paid by the Customer.

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- 6.4 In order to complete repairs or replacement of a Product in accordance with clause 6.3(b), Airstream requires safe and ready access to the Site and each Product including where required via scaffolding and access panels. If Airstream considers access to the Site or Product to be unsafe or not readily available, Airstream will not commence or will cease all work to repair or replace the Product. All costs incurred in the obtaining of safe and ready access to the Site and Product shall be payable by the Customer.
- 6.5 Any services requested by the Customer outside of the scope of the Warranty will be charged to the Customer in accordance with the following schedule of charges ("**Charges**"):

<b>Description</b>	<b>Charges</b>
Call out fee plus first hour on Site	\$165.00 plus GST
Hourly labour rate after first hour on Site	\$100.00 plus GST
Replacement parts for Product and deliveries	As per Airstream's current price list

- 6.6 The Charges are subject to variation by Airstream from time to time.
- 6.7 Airstream will replace, or conduct repairs to, a Product as soon as practicable but will not be liable for any loss or damage caused by any delay.

## **7. Assignment**

- 7.1 The Customer may not assign or otherwise transfer the Warranty.
- 7.2 Airstream may at its sole discretion transfer or assign the Warranty.

## **8. Transportation Costs and Risk During Transit**

- 8.1 All transportation charges incurred in returning a defective Product, or any defective component parts of a Product, to Airstream for repair or inspection, and the cost of returning them to the Customer must be paid by the Customer.
- 8.2 The Customer assumes the risk of, and shall be responsible for, any loss of or damage to any Product during transit. For this reason, Airstream recommends that the Customer take out shipment/postage insurance.

## **9. Third Party Warranties**

Third Party Goods may be covered by independent manufacturer warranties. It is the Customer's responsibility to familiarize itself, himself or herself with these warranties. No additional warranty is provided by Airstream for Third Party Goods.