

Simoco Wireless Solutions Pty Ltd
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WARRANTY CERTIFICATE

The Supplier warrants to the Purchaser that each Product will:

- at the time of delivery or supply of that Product to the Purchaser, correspond to any written specifications for that Product, as provided by the Supplier to the Purchaser at or before that time of delivery or supply (or as otherwise agreed between the Supplier and the Purchaser); and
- (ii) be free from defects in materials and workmanship for the duration of any warranty period for that Product (Warranty Period), as specified in the table below (or any longer period required by law) and commencing on the first to occur of initial use of that Product (whether by the Purchaser or by the Supplier or any other person for the benefit of the Purchaser) and delivery or supply of that Product to the Purchaser.

Product	Warranty Period
Terminals and base stations that are Price Book Products	2 years
Velocity devices that are Price Book Products in the	1 year
Velocity Price Book	
Batteries and accessories that are Price Book Products	1 year
Services	1 year
Repairs	3 months
Software and applications	3 months
Any other goods that are not Price Book Products	Manufacturer Warranty Period

If the Purchaser considers that it is entitled to make a claim (**Warranty Claim**), then the Purchaser must (at its cost):

- (i) notify the Supplier (by email or post) of the details of the Warranty Claim before the end of the relevant Warranty Period
- (ii) provide the Supplier with a copy of the invoice relating to the Product; and
- (iii) subject to below and where applicable, cause the Product to be delivered or sent to the address notified by the Supplier.

If the Supplier is satisfied that the Purchaser has the right to make a Warranty Claim, then the Supplier will (at the Supplier's option and as the Purchaser's sole remedy) take any action contemplated below

- (i) in the case of goods, any one or more of the following:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; or
- (ii) in the case of services:
 - (A) the supplying of the services again; or





(B) the payment of the cost of having the services supplied again.

Where requested by the Supplier, Warranty Claims relating to base stations and control equipment will be assessed by the Supplier at the Purchaser's premises, if the premises are within the Supplier's normal service area and subject to the Supplier and the Purchaser agreeing on responsibility for any additional costs that the Supplier may incur. Enquiries as to the Supplier's normal service area may be made by telephoning or contacting the local branch office or service depot of the Supplier.

The warranties and other requirements contained here do not cover defects in material or workmanship which the Supplier determines to have been caused by improper use, fire, water, lightning, frost or accidental damage, by any neglect or omission of the Purchaser or any other person not acting under the direction or control of the Supplier, or by the fitting or use of parts or accessories not approved by the Supplier.

Where the Purchaser is a Consumer as defined in the Competition and Consumer Act 2010 (Cth); the Products come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure of a Product and compensation for any other reasonably foreseeable loss or damage. Where applicable, the Purchaser is also entitled to have any Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. These benefits are in addition to any other rights and remedies available to the Purchaser at law in relation to the Products.