

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 Delf Systems International Pty Ltd (DSI) manufacturer's product warranties for HD Interactive (HDI) branded products.

In this warranty:

- a) "ASP" means a DSI Authorised Service Provider.
- b) "DSI" means Delf Systems International Australia Pty Ltd ACN 136 739 814
- c) "Product" means any tangible personal property purchased by you from DSI;
- 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 DSI warrants that the Product is free from manufacturing defects in material and workmanship when despatched from a DSI warehouse in Australia or New Zealand for the relevant Warranty Period.
- 2.2 Subject to the terms of this warranty DSI 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 DSI; and
 - (k) images burnt into the displayed image as a result of a failure to use power saving or screen savers.
- 3.2 The Product's serial number or warranty seal has been removed or defaced;
- 3.3 A claim for missing software or accessories was not reported during DSI's normal business hours within 7 working days after purchase and/or satisfactory evidence that the relevant item was missing is not provided.
- 3.4 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.
- 3.5 Parts, products and software not manufactured or supplied by DSI, whether

installed in or attached to the Product, are not covered by this warranty.

- 3.6 LCD/LED screens may contain defective pixels which, while visible, may not constitute a defect for the purposes of this warranty. DSI retains the right to refuse any claim for repair or replacement of a LCD/LED screen if the number of defective dots falls within DSI's published 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.

DSI is the sole authorised importer into Australia of HDI branded products.

DSI does not provide any warranty or guarantee on parallel or grey imports.

DSI 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 DSI branded products overseas or online are advised to check with the reseller to establish the warranty applicable to the product. DSI 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 DSI Products in paragraph 11 below sets out how your Product is to be delivered using the return-to-base method to DSI for assessment and repair.

4.3 **Return to base**

- (a) **If your Product is to be returned to DSI 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. DSI shall have no liability whatsoever for any damage caused during or as a result of transit.
- (c) DSI 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 DSI or your nearest ASP must be arranged and paid for by you.

5. Repair Notice

DSI 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 customized 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 DSI 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 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.

7. Limitation of Liability

7.1 To the full extent permitted by law all warranties other than provided herein are expressly negated, and DSI 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 DSI which cannot, in whole or in part, be excluded, restricted or modified. To the extent permitted by law, DSI's liability (if any) arising out of or in relation to the Products or any services supplied by DSI 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.
- (b) in the case of services, the supply of the services again or the payment of the cost of having the services re-supplied.

7.3 The warranties conferred under DSI'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 DSI 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 DSI to meet its obligations under this warranty.

9. Contact Details

Delf Systems International Pty Ltd
14-16 Helen Street
HEIDELBERG WEST, VICTORIA, 3081
AUSTRALIA

Tel: +61 3 9459 6900

Fax: + 61 3 9459 6400

Email: info@delfsystems.com

10. Warranty Details

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

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-67i HDI-78i HDI-86i HDI-92i	5 Years back-to-base
Multi Touch Screens	HDI-55ALED2 HDI-65ALED2 HDI-70ALED2 HDI-55SLED2 HDI-65SLED2 HDI-70SLED2 HDI-55SLED6 HDI-65SLED6 HDI-70SLCD6	3 Years back-to-base
Trolleys	HDI-TMTS HDI-FMTS HDI-SIWB HDI-FIWB	1 Years back-to-base
Audio controller	HDI-ISSC HDI-ISS HDI-ISSP	1 Years back-to-base