

Surfsight Warranty Policy

This policy sets out what warranties Optix Australasia Pty Ltd ACN 113 677 473 (**'Company'**) provides with respect to the Surfsight Hardware provided to the Customer under the Agreement and how a warranty claim can be made. Where Hardware is referred to in this policy, it shall mean the Surfsight Hardware only.

Capitalised terms not defined in this policy have the meaning given to those terms in the Agreement.

1. Hardware Warranty

1.1 The Company warrants that:

- a. no Hardware will be Non-conforming Hardware;
- b. the Hardware will work in combination with the Surfsight software;
- c. that the Hardware is of acceptable quality;
- d. that the Hardware is free of defects in design and will comply with all applicable laws;
- e. such Hardware is fit and safe for use consistent and will be free from defects in material and workmanship;
- f. no Encumbrance, claim or action exists or is threatened against the Company that would interfere with the marketing, use or sale of the Hardware;
- g. the Hardware is new and will not contain used or reconditioned parts;
- h. the Hardware does not infringe any third-party Intellectual Property Rights;
- i. to the extent the Hardware includes software code, the Hardware contains no harmful code;
- j. will not malfunction due to a defect in materials or workmanship under normal working conditions during the Warranty Period (as defined below);

(collectively, the **"Warranty"**).

1.2 Subject to clauses 2.9 and 3, the Warranty is effective from the date of delivery and acceptance by Customer for a period of twenty four (24) months.

(**"Warranty Period"**).

2. Process for making a Warranty Claim

- 2.1 The Customer must notify the Company in writing of any Warranty claim prior to the expiry of the Warranty Period. After the Warranty Period the Warranty no longer applies.
- 2.2 Prior to returning the Hardware, the Customer must contact the Company. The Company will supply a Faulty Device Return (FDR) form which the Customer must ensure is included with the Hardware being returned. The Customer must advise the Company of the package details as well as the collection location and contact person so that the Company can arrange return shipment.
- 2.3 The Customer must properly package the Hardware for return shipment. The Company may require proof of purchase of the Hardware from the Customer.
- 2.4 Upon receiving the returned Hardware, acting reasonably the Company will determine whether the claim is covered under the Warranty. If the Company determines any Warranty Limitation (as defined in clause 3 below) applies the Customer will be contacted by the Company to discuss the options, which may include repair or replacement of the Hardware at the Customer's cost and expense in accordance with the pricing set out in the Master Pricing List.
- 2.5 In the event that the Company acting reasonably determines and provides objective evidence that a Warranty Limitation (as defined in clause 3 below) applies, the Company may, at its option, require the Customer to reimburse any shipping costs incurred by the Company.
- 2.6 Any part of or the Hardware returned to the Company that is replaced with replacement Hardware under this Surfsight Warranty Policy shall become Company property.

- 2.7 Where the Hardware is covered under the Warranty, the Company, at the Customer's discretion, will:
 - a. repair the Hardware with new component/s;
 - b. replace the Hardware with new Hardware;
 - c. provide the Customer a refund for the amount paid for the Hardware.
- 2.8 The Company will use best efforts to repair/replace the faulty unit and have it resent to the Customer within ten (10) business days of the Company receiving the faulty unit with the Company providing written notification to Customer of the dispatch date. Costs to have the repaired/replaced Hardware unit shipped back to the Customer shall be covered by the Company if the unit is under Warranty.
- 2.9 After repair or replacement under the Warranty, the Hardware will be covered by the Warranty for the remainder of the Customer's original Warranty Period.
- 2.10 Subject to clause 0, the options offered to the Customer under clause 0 are the Customer's sole and exclusive remedy for any failure of the Hardware to comply with the Warranty.
- 2.11 After expiration of the Warranty Period, if the Company elects to assist the Customer with any damage or defect or assessment to the Hardware it may do so however additional charges may apply.

3. Warranty Limitations

- 3.1 The Warranty is given subject to the terms of this clause 3.
- 3.2 The Warranty applies to the Hardware (including firmware therein) only, not the Software, or any consumables (e.g., fuses, cable ties).
- 3.3 Customer Data may be lost as a result of a repair, and it is the Customer's responsibility to ensure the back up any Customer Data prior to making a Warranty claim.
- 3.4 The Company does not warrant that the Hardware will work in combination with any particular third party software unless otherwise expressly stated in the Agreement.
- 3.5 The Customer must have followed the Company's Support Services process prior to making a Warranty claim.
- 3.6 The Warranty will not apply if the Hardware is:
 - a. except for general wear and tear, physically damaged by use with products not sold, approved, licensed, supported by the Company or reasonably thought to be used in conjunction with the Hardware;
 - b. opened, modified, or tampered with, or its serial number is altered or removed;
 - c. except for general wear and tear, physically damaged as a result of external factors (e.g. being dropped, exposed to liquid, exposed to heat or cold that is out of the range of the Hardware's operational Specifications);
 - d. installed in a manner which is inconsistent with the instruction manual or Specifications for the Hardware;
 - e. was not purchased from the Company;
 - f. not used, maintained, or stored in accordance with the manufacturer's operating instructions;
 - g. subjected to misuse, neglect, accident or alteration, repair, or improper testing by anyone other than as permitted in the Agreement or the Company or its Personnel;
 - h. claimed to be defective by the Customer but the defect cannot be reproduced by the Company supported by objective test results that the Company will provide to the Customer upon request.

(each a "**Warranty Limitation**").

4. Australian Consumer Law

This policy does not in any way limit, exclude, restrict, or modify any rights or remedies granted by the Australian Consumer Law where applicable to the Customer, or any other applicable law.

5. Contact Details

To make a Warranty claim, please contact the Company via telephone, email, or post as below:

Optix Australasia HQ

1/79 Dover Drive, Burleigh Heads Qld 4220

1800 837 433

support.au@optix.co