

Surfsight Warranty Policy

Version 1.3

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 Reseller 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.

Notwithstanding anything to the contrary in the Agreement, Reseller may pass through to Customers all warranties granted by the Company under this Agreement.

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 (including that it will be provided to the Reseller so that the Reseller will receive good and valid title to the Hardware, free and clear of all Encumbrances);
- 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 Reseller for a period of twenty-four (24) months.

(**"Warranty Period"**).

2. Process for making a Warranty Claim

- 2.1 The Reseller 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 Reseller must contact the Company. The Company will supply a Faulty Device Return (FDR) form which the Reseller must ensure is included with the Hardware being returned. The Reseller 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 Reseller must properly package the Hardware for return shipment. The Company may require proof of purchase of the Hardware from the Reseller.
- 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 Reseller will be contacted by the Company to discuss the options, which may include repair or replacement of the Hardware at the Reseller'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 Reseller 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 Reseller's discretion, will:
 - a. repair the Hardware with new component/s;
 - b. replace the Hardware with new Hardware;
 - c. provide the Reseller 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 Reseller within ten (10) business days of the Company receiving the faulty unit with the Company providing written notification to Reseller of the dispatch date. Costs to have the repaired/replaced Hardware unit shipped back to the Reseller 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 Reseller's original Warranty Period.
- 2.10 Subject to clause 4, the options offered to the Reseller under clause 2.7 are the Reseller'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 Reseller with any damage or defect or assessment to the Hardware it may do so for a Technician Inspection Fee and/or Technician Repair Fee as stated in the Master Pricing List.

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, the Reseller is responsible for advising its Customer to 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 Reseller 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 (excluding for the purposes of installing or removing the SIM card or SD card), 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 instructions 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 the Reseller as permitted in the Agreement or the Company or its Personnel;
 - h. claimed to be defective by the Reseller or their Customer but the defect cannot be reproduced by the Company supported by objective test results that the Company will provide to Reseller and 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 Reseller, or any other applicable law.

5. Recalls

"Governmental Authority" means any federal, provincial, territorial, local, or foreign government, or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.

If the Company or any Governmental Authority determines that any Hardware sold to the Reseller is defective, such that it is non-compliant with any applicable product safety laws and is illegal to offer for sale, and a recall campaign is necessary as a result ("**Recall**"), the Company may implement such Recall campaign and the Reseller must return Defective Goods to the Company or destroy such Hardware, as determined by the Company, at the Company's sole cost and risk. Without prejudice to the Reseller's other rights under this Agreement, if a Recall campaign is implemented at the Company's sole cost, at the Company's sole option, the Company shall promptly either repair or replace, or refund Costs and Fees for, all such returned Hardware.

The foregoing will apply even if the product warranties under this document or any other product warranty applicable to the Hardware have expired.

The Reseller shall provide reasonable assistance in such Recall, provided that the Company shall pay all of the Reseller's recall-related expenses, including handling charges. Where applicable, the Company shall pay all reasonable costs and expenses associated with determining whether a Recall campaign is necessary.

6. 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