

CONFIDENTIAL



## **Terms and Conditions of Warranty**

## **Privacy Consent**

2/93 Rushdale Street, Knoxfield, Victoria 3180  
Telephone: (03) 9763 2988  
E-mail: [accounts@horizone.com.au](mailto:accounts@horizone.com.au)

Horizon Electronics Company Pty Ltd  
ABN 36 007 302 801

## GENERAL TERMS AND CONDITIONS

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) and the New Zealand Consumer Guarantees Act (1993) as well as other laws in each of those jurisdictions guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of Horizon consumer products sold in Australia and New Zealand respectively.

For products sold in New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act.

In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act the New Zealand Consumer Guarantees Act and other laws. This Warranty gives you additional protection for your Horizon consumer product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

### Definitions

In these conditions:

**"Agreement"** means any agreement or contract entered into for the provision of goods by Horizon to the Customer;

**"Consumer"** means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods from Horizon;

**"product"** means product supplied by Horizon to the Customer;

**"GST"** means the Goods and Services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended;

**"Horizon "** means Horizon Electronic Components Pty Ltd (ABN 36 007 302 801); and

**"Terms"** means these Terms and Conditions of Warranty.

### I. Coverage and Application

1. Horizon Electronics Company Pty Ltd warrants that your Horizon consumer product:
  - is of acceptable quality;
  - does not have a latent defect.
2. For the purpose of this Warranty, a "Horizon product" is a hardware product which:
  - was manufactured by or on behalf of Horizon; and
  - bears a trade mark owned or used by Horizon (generally "HORIZON"); and
  - was sold by an Authorised Reseller or Distributor of Horizon; and
  - was purchased either in Australia or New Zealand,but does not include any hardware or software which is packaged or sold with a Horizon product unless that is itself a Horizon product.

## **II. Warranty Period**

Horizon's products are warranted for 12 months from the date of sale to Horizon's consumer, unless otherwise specified, for use within the product installation guideline.

## **III. Warranty Claim**

If you consider that the Horizon product which you have purchased is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law or New Zealand Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.

## **IV. Warranty Scope**

If the product is defective due to workmanship or material and the defects occurs during the warranty period, the Horizon will either repair the product or replace it with a new one, at Horizon's discretion. Horizon is not responsible for removal and shipping of any products to Horizon, the reinstallation of Horizon's product upon its return to the consumer, or any incidental or consequential damages resulting from the defect, removal, reinstallation, shipment or otherwise.

## **V. Warranty Exclusions**

- A. This section identifies what is excluded under this Warranty.
- B. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act, the Australian Competition and Consumer Regulations 2010, or the New Zealand Consumer Guarantees Act (as applicable) and which are not expressly included in this Warranty as additional warranties or conditions are excluded.
- C. This Warranty does not warrant uninterrupted or error-free operation of the Product, which is affected by system configuration, software, applications your data and operator control of the system, among other factors. Though the product is considered to be compatible with many systems, it is your responsibility to determine compatibility and integration with other products or systems.
- D. This Warranty does not apply to non-Horizon hardware products or non-Horizon software products even if packaged or sold with Horizon hardware. Manufacturers, suppliers or publishers other than Horizon may provide their own warranties to you, but Horizon, to the extent permitted by law, provides such third-party products 'as is'
- E. This Warranty does not extend to loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation.

F. This Warranty does not cover damage caused by:

- cosmetic damage such as to the exterior finish;
- minor imperfections within design specification so that do not materially alter functionality;
- reception or display problems and distortion related to noise, echo, interference or other signal transmission and delivery problems;
- use of products, equipment, systems, utilities, services, parts supplies accessories, applications, installations, repairs, external wiring or connectors not supplied or authorised by Horizon; or
- any defects not notified to Horizon within the Warranty Period.
- misuse or abusive use of the Horizon consumer product
- incorrect operation or not following the operation instructions
- improper shipment, delivery or installation;
- incorrect or improper maintenance or failure to maintain the Horizon product;
- failure to clean or improper cleaning of the product;
- incorrect voltage or non-authorized electrical connections;
- adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other
- act or circumstance beyond Horizon's control;
- exposure to excessive heat, moisture or dampness;
- exposure to abnormally corrosive conditions;
- use of non authorized/non-standard, defective or incompatible parts;
- password setting/ resetting and computer virus;
- repair, modification or other work carried out on the Horizon product other than by Authorised Technical Personnel.

G. This Warranty does not cover Horizon products purchased from a third party.

H. If the Horizon product you are using has been rented or leased by you, and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.

I. This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.

J. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. Please note that the repair of goods may result in loss of data.

## **VI. PRODUCT SPECIFICATIONS**

All products specifications, applications and other information provided by Horizon are subject to correction and change without notice and should be confirmed with Horizon prior to ordering.