

HARDWARE PRODUCT WARRANTY

1 APPLICATION

- 1.1 This product warranty (**Product Warranty**) applies to all Products, whether sold by Viotel, or by an authorised Viotel reseller or distributor.
- 1.2 In this Product Warranty, unless the context requires otherwise:
 - a **Documentation** means the user and technical documentation for the Product available on our website at www.viotel.co/resources.html or otherwise provided by us;
 - b **Viotel, we, our or us** means the party specified in clause 7;
 - c **Product** means a Viotel sensor or data logging device;
 - d **Warranty Period** means 12 months following delivery to you of a Product;
 - e **Warranty Services** means services that are provided under this Product Warranty to remedy a problem with a Product; and
 - f **You or your** means the end-user purchaser or recipient of a Product.

2 WARRANTY

We warrant that during the Warranty Period and under normal use, the Product will:

- a comply with the applicable Documentation in all material respects; and
- b be free from material defects in materials or workmanship.

3 WARRANTY SERVICES

- 3.1 If, during the Warranty Period, the Product does not meet the warranty set out above, we will at our option repair or replace the Product. The Product Warranty applies to the repaired or replaced Product for the remaining portion of the original Warranty Period. We reserve the right to elect, in our sole discretion, to give you a refund of the purchase price instead of a repair or replacement.
- 3.2 Products under warranty that are suspected to be faulty must be returned to Viotel for evaluation. If found to be faulty, the Product will be repaired or replaced as described above. Potential charges apply if the returned Product is found to be in good working order.
- 3.3 To obtain Warranty Services, please email admin@viotel.co for instructions on returning the Product. You must prepay any charges, taxes, or duties associated with returning the Product. In addition, you are responsible for insuring any Product

shipped or returned and assume all risk of loss or damage during transportation. If the Product is found to be faulty, we will reimburse the reasonable costs of returning the Product.

4 EXCLUSIONS

- 4.1 This Product Warranty does not extend to any Product:
 - a from which the serial number has been removed or defaced; or
 - b that has become defective as a result of:
 - i accident, misuse or abuse;
 - ii damage caused by sand, dirt, water, liquid, impact, or battery corrosion or other external causes;
 - iii failure to follow the usage instructions for the Product in the Documentation (including being operated outside the usage parameters stated in the Documentation);
 - iv use of the Products in a manner contrary to any applicable laws or not within our reasonable contemplation;
 - v use with parts or accessories not manufactured or sold by Viotel; or
 - vi modification or service by anyone other than Viotel or a Viotel authorised service provider.
- 4.2 This Product Warranty does not cover consumable items, e.g. batteries.
- 4.3 We do not warrant that operation of the Product will be uninterrupted or error-free.
- 4.4 TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY EXCLUDE ALL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, NOT EXPRESSLY SET OUT IN THIS PRODUCT WARRANTY (INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY WARRANTIES THAT MAY NOT BY LAW BE EXCLUDED ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.
- 4.5 THE PRODUCT IS NOT DESIGNED FOR CONSUMER USE AND IS INTENDED TO BE USED FOR BUSINESS/COMMERCIAL PURPOSES ONLY. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONSUMER GUARANTEES IN RELATION TO THE PRODUCTS.

5 LIABILITY

OUR MAXIMUM AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE PRODUCTS WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCTS. WE ARE NOT LIABLE TO YOU FOR ANY LOSS OF PROFIT, REVENUE, SAVINGS, BUSINESS, DATA, GOODWILL, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND.

legality, enforceability or validity of the remaining provisions.

6 EXCLUSIVE STATEMENT

- 6.1 This Product Warranty supersedes any prior agreements or representations in relation to the Product including any representations made in Viotel sales literature or advice given by us or an agent or employee of Viotel in connection with the purchase of a Product.
- 6.2 You acknowledge that you accept the terms of this Product Warranty to the exclusion of any standard terms you may have for purchases. No modification, alteration, or addition to this Product Warranty will be binding on us unless accepted in writing by an authorised Viotel signatory.

7 CONTRACTING ENTITY AND GOVERNING LAW

- 7.1 If you purchased the Product from Viotel Limited, a New Zealand company, company number 7540596 (**Viotel NZ**), or an authorised reseller in New Zealand:
- a this Product Warranty is provided by Viotel NZ;
 - b the Product Warranty is governed by and interpreted in accordance with the laws of New Zealand; and
 - c the courts of New Zealand will have non-exclusive jurisdiction in relation to any dispute connected with this Product Warranty.
- 7.2 If you purchased a Product from Viotel Australia Pty Ltd, an Australian company, ACN 645 231 349 (**Viotel AU**) or an authorised reseller in Australia or anywhere else in the world:
- a this Product Warranty is provided by Viotel AU;
 - b the Product Warranty is governed by and interpreted in accordance with the laws of Tasmania; and
 - c the courts of Tasmania and the Commonwealth of Australia will have non-exclusive jurisdiction in relation to any dispute connected with this Product Warranty.

8 GENERAL

Any illegality, unenforceability or invalidity of a provision of this Product Warranty does not affect the