

## AV Technology Pty Ltd - Warranty

### Warranty Against Defects

This Warranty against Defects is provided in addition to other rights and remedies that you may have at law.

### The Warranty

This Limited Warranty, Disclaimer and License extends to products ("Products") purchased in Australia from AV Technology Pty Ltd A.B.N. 73 006 847 007, in New Zealand from AV Technology Pty Ltd Company No 701312 and in Asia from A V Technology Asia Pte Ltd UEN - 201815477R, hereafter referred to as avt.

avt warrants the Products to be free of material defects in materials and workmanship under normal use for the period listed below from the date of purchase for the following brands. It is subject to the following limitations and exceptions ("Limited Warranty"). For any Product, "Warranty Period" means the period during which the Limited Warranty is in effect, in accordance with these terms.

### Exclusions And Limitations

Limited Warranty does not apply to:

- any product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used, or maintained;
- any product where the serial number has been removed or defaced;
- cosmetic damage, including but not limited to scratches, dents and broken plastic;
- defects caused by normal wear and tear or otherwise due to the normal aging of the products;
- damage caused by accident, abuse, misuse, liquid contact, acts of nature (including but not limited to flood, erosion, or earthquake) or other external causes;
- damage caused by a sustained low or high voltage situation or by a low or high voltage disturbance, including but not limited to brownouts, sags, surges, spikes or power outages;
- damage caused by war, vandalism, theft, depletion, or obsolescence.

To the maximum extent allowed by Australia & New Zealand law, the limitations of liability set forth herein apply whether damages are claimed under breach of contract, tort (including negligence and strict product liability), breach of warranty or any other theory of recovery. The limitations of liability set forth herein will be effective even if avt or an authorized representative of avt has been advised of the possibility of any such damages.

Other than the limited warranty expressly set forth herein and to the maximum extent allowed by Australia & New Zealand law, avt makes no other warranties, express, implied, written, oral or statutory, including any implied warranties of merchantability or fitness for a particular purpose and

any warranties otherwise arising from a course of dealing, course of performance or usage of trade. avt reserves the right to modify or discontinue designs, specifications, warranties, prices, and policies without notice.

### Remedy for Breach

The sole and exclusive remedy for breach of any Product warranties hereunder will be limited to “at avt’s option” either:

- return of the Products and repayment of the prices paid by the entity (net of shipping insurance, taxes and other extraneous expenses) or;
- repair and replacement of defective parts of the Products;
- replacement with a product that is new or which has been manufactured from new or serviceable parts and is at least functionally equivalent to the original product.

### Product Warranty Periods

The following respective warranty periods, from the shipping date, apply to all products supplied by avt as detailed below.

Please Note: there is no warranty on accessories or consumable parts.

Brand	Warranty Period
BSS	One (1) Year
Crown – I-Tech HD Series; CTs Series; Macro-Tech i	Five (5) Year
Crown - 140MAx PACK; Xli; Soundgrabber	One (1) Year
Crown – all other models including microphones	Three (3) Year
JBL – Professional loudspeaker enclosures and accessories	Two (2) Years
JBL – Professional loudspeaker amplifiers	Three (3) Years
JBL - Professional loudspeaker transducers	Five (5) Years. Exclusions apply. Refer definition (A).
AKG – C 451 B all models; C 480 B, B-ULS and all ULS capsules; C 12 VR; C 414 all models; C 214 all models	Three (3) Years
AKG – all other models	Two (2) Years

AMX Products	Three (3) Years. Exclusions apply (as per below).
AMX – Display and touch overlay components (of LCD and LED panels)	One (1) Year
AMX – Disk drive mechanisms, pan/tilt heads and external power supplies	One (1) Year
AMX – AMX software and firmware included in the Products	Ninety (90) days. Refer Definition (B).
AMX - Batteries and incandescent lamps	Not covered by Limited Warranty
AMX – AutoPatch EPICA, Enova DGX, Modula, Modula Series 4 and Modula Cat Pro Series Product models	Five (5) Years. Conditions apply. Refer Definition (C).
PanaCast – PanaCast Camera	One (1) Year.
Minrray – Minrray Camera	Three (3) Years
Minrray – power supplies	One (1) Year
Utelogy Software	“as is”. Refer Definition (B).
AdMobilize Software	“as is”. Refer Definition (B).
AdMobilize Hardware	Ten (10) days
Tripleplay - HP Server	3 year on-site next Working Day includes all aspects of server including motherboard, memory and power supply unit but does not include IPTV Interface cards. Exceptions apply. Refer Definition (D).
Tripleplay - IPTV Interface and encoder Cards	1 year return to us
Tripleplay - Hard disk	1 year return to us
Tripleplay - Set Top Box	1 year return to us includes PSU, STB and standard remote control
Tripleplay - Customised remote control	1 year return to us

## **Making A Claim**

All Products returned to avt require a return material authorization (“RMA”) number. The RMA number should be requested from avt via phone or through the avt Help Centre at <http://avt.tech/help-centre/>. The RMA number must be clearly marked on the outside of each box containing Product to be returned. The RMA is valid until thirty (30) days after issuance, at which time the RMA will be cancelled. Any shipments received that are not consistent with the RMA, or after the RMA has been cancelled, will be refused. avt is not responsible for Products returned without a valid RMA number.

Subject to the terms, conditions and limitations set forth herein, avt will, at no cost, repair any material Product defect due to materials or workmanship issues reported during the applicable Warranty Period. Claimant is responsible for in-bound freight and avt is responsible for out-bound ground freight expenses.

The Warranty Period for Products repaired will be for AMX products ninety (90) days from Shipping Date or the balance of the original Product’s Warranty Period, whichever is greater. For other products’ the warranty will be ninety (90) days or the balance of the original Product’s Warranty Period, whichever is smaller. Products that are returned and exhibit signs of damage or unauthorized use will be processed under the non-warranty repair policy set forth below. avt will continue to provide warranty repair services for the remainder of the applicable Warranty Period for Products discontinued or replaced pursuant to issuance of a PDN.

Products that do not qualify to be repaired under the preceding warranty repair policy due to expiration of the Warranty Period, misuse, unauthorized use or failure to meet any of the other conditions set forth herein may be repaired under the terms of this “Non-Warranty Repair” policy.

Non-Warranty Repair is a chargeable service. Products repaired under this Non-Warranty Repair policy will carry a Limited Warranty on material and workmanship for ninety (90) days after the applicable Shipping Date. avt will advise the individual or entity supplying the unit for repair (“Customer”) of the cost of repair, if the cost is greater than the Product Repair Fee issued on price list, within five (5) days after receipt. The “Product Repair Fee” is the amount specified on avt’s most recent price list.

All Non-Warranty Repairs are subject to an evaluation fee which will be payable if the Customer chooses not to proceed with the repair. If the Customer has a current trading account with avt a Purchase Order must be provided for Products returned for Non-Warranty Repair, or credit card number, within five (5) days after notification from avt, or the Product will be returned to the Customer at the Customer’s expense.

The Customer will be responsible for in-bound and out-bound freight expenses for all Non-Warranty Repairs. Each Non-Warranty Repair is subject to avt prior approval on a case-by-case basis. Products that are not approved for Non-Warranty Repair will be returned to the Customer at the Customer’s expense.

## Statutory Guarantees

This Warranty against Defects is provided in addition to other rights and remedies that you have at law.

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 for compensation for any 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. For further detail on your rights under the Australian Consumer Law please refer to our terms and conditions of sale.

## Definitions

**(A):** Five (5) years for speakers and compression drivers covers manufacturing faults. Burnt voice coils are never covered by warranty. Any questionable failures should be returned to avt.

**(B):** avt does not guarantee that the services will be uninterrupted or error free; nor does it make any guarantee as to the results that may be obtained from use of the services.

**(C):** Five (5) Year Warranty continues for the original installation until five (5) years after the issuance of a Product discontinuation notice ("PDN") with respect to termination of the applicable Product model. However, if the product is moved from its original installation to a different installation, the Warranty Period will automatically become three (3) years and, if more than three (3) years have elapsed since the Shipping Date, the Warrant Period will automatically expire.

**(D):** ML110 and DL20 HP servers have one (1) year warranty period.

**All:** Lack of maintenance on the owner's behalf voids warranty.