

Standard Computer Hardware Limited Warranty

This Agreement applies to any order, purchase, receipt, delivery or use of any computer hardware product (collectively, "purchase") from Tegatech Australia ("Tegatech"), or any of its affiliates or a Tegatech authorized reseller ("Reseller").

THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.
PLEASE SEE SECTION 3 BELOW.

1. Product Warranty.

TEGATECH warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that TEGATECH-branded products will be free from defects in materials and workmanship from the date of shipment for one (1) year from the date of shipment or invoice (see section 1.1 for exception). During the warranty period, TEGATECH will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. You must assist TEGATECH in diagnosing issues with your TEGATECH product and follow TEGATECH's warranty processes. If TEGATECH determines your product requires service, you may be required to deliver it to a TEGATECH service facility. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to a TEGATECH service facility. If you live in Australia, TEGATECH will pay the costs of returning the product to you from the service facility. If TEGATECH determines that you need a replacement part, TEGATECH will ship the part and installation instructions to you. Repair services are available at your location only if provided as part of the service package you purchased and only if TEGATECH, at its discretion, determines local repair services are necessary. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional products from TEGATECH does not extend your warranty period. You authorize TEGATECH to send replacement parts and products to an authorized third party service provider. If TEGATECH asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. TEGATECH will charge you for replacement parts or products if you fail to do so. If you live outside Australia, the details of your warranty service may vary as described below. THIS LIMITED WARRANTY COVERS NORMAL USE. TEGATECH AUSTRALIA DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF TABLETEGATECHIOSK BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-TEGATECH BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-TABLETEGATECHIOSK BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

1.1 Standard Mobile Computer Battery Warranty

A mobile computer battery is considered a consumable product, as its performance will gradually degrade over its lifetime as the battery is used, even under optimal conditions. For this reason, Tegatech mobile computer batteries carry the lesser of either a 180 day limited warranty or the length of the limited warranty for the Tegatech mobile computer with which the battery is shipped. This warranty stands true for all Tegatech mobile computer batteries purchased separately or included with a Tegatech mobile computer purchased from TEGATECH or any Reseller, with either a standard limited warranty or an extended limited warranty.

2. Disclaimer of Warranties; Limitation of Liability.

EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, TEGATECH DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. TABLETEGATECHIOSK'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR TABLETEGATECHIOSK IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

3. Dispute Resolution.

You and TEGATECH agree that any Dispute between You and TEGATECH will be resolved exclusively and finally by arbitration administered by the Department of Fair Trading (DoFT) and conducted under its rules, except as otherwise provided below. You and TEGATECH will agree on another arbitration forum if DOFT ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and TEGATECH. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with TEGATECH, TEGATECH will reimburse You for any fees you paid to DOFT in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than DOFT, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Department of Fair Trading NSW and the laws therein. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from TEGATECH, or (iii) any other dispute arising out of or relating to the relationship between You and TEGATECH; the term "TEGATECH" means Tegatech Australia, its parents, subsidiaries, affiliates, directors,

officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by TEGATECH; and the term "You" means you, or those in privity with you, such as family members or beneficiaries.

4. General.

You may not assign this Agreement without TEGATECH's written consent. TEGATECH and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from TEGATECH, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of TEGATECH. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by TEGATECH. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of New South Wales, without giving effect to conflicts of law rules.

For All International Customers:

The standard warranty stated above also applies to TEGATECH products shipped to a country outside, provided that customers outside Australia are responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the TEGATECH. All international customers are responsible for all customs duties, GST and other associated taxes and charges.

Contact Us

To contact Tegatech Australia with any questions or comments regarding this agreement, please use the following:

Tegatech Australia

Customer Service Department

Attn: Warranty Services

PO Box 4114

Balgowlah Heights NSW 2093

support@tegatech.com.au