

TCL WARRANTY

TERMS AND CONDITIONS

1. Subject to the terms of this warranty document ("Warranty"), if this device (including any accessories supplied with it) (together, the "Product") (or any part of it) does not work properly because of a defect in materials or workmanship and you make a claim under clause 2 in relation to that defect which is accepted by TCL Electronics Australia Pty Ltd, 797 Springvale Road, Mulgrave, VIC 3170 ("TCL"), then TCL will at its cost and at its option (and as your sole remedy):
 - a) Repair the Product (or the relevant part) with new or refurbished parts; or
 - b) Replace the Product (or the relevant part) with a new or refurbished product; or
 - c) Give you a refund for some or the entire price paid by you for the Product.
2. If you wish to make a warranty or other claim against TCL in relation to the Product by exercising any of your rights under this Warranty and/or any applicable law ("Warranty Claim"), then the relevant defect in the Product must have appeared before expiration of the relevant Warranty Period (as defined in clause 10), and before the expiration of that Warranty Period you must:
 - a) Contact TCL by phone, email or fax (see contact details and hours at the end of this Warranty); and
 - b) Provide TCL with:
 - i. Details of the alleged defect in the Product (or part of the Product);
 - ii. The model number and serial number of the Product;
 - iii. Your full name, address and telephone number; and
 - iv. A copy of your proof of purchase (e.g. invoice) for the Product.
3. If you have made a valid Warranty Claim and TCL accepts the Warranty Claim, TCL may do any one or more of the following (at its option):
 - a) Arrange for an employee, agent or contractor of TCL ("Authorized Repairer") to attend the premise where the Product is located ("Product Location") to assess the Warranty Claim and if considered appropriate, carry out any required repairs or replacement; or
 - b) Arrange for the Product to be collected from the Product Location and transported to the nearest service provider authorized by TCL to carry out assessments, repairs or replacements ("Authorized Service Provider") and returning the Product to the original Product Location.
4. Subject to clauses 6 and 7, if the Product Location is up to 30km from an Authorized Service Provider, then you will not be charged any expenses associated with an Authorized Repairer repairing or replacing the Product under clause 3a or TCL arranging for the Product to be transported to the Authorized Service Provider and returned thereafter under clause 3b.
5. If the Product Location is more than 30km from the Authorized Service Provider, then TCL will be entitled to seek reimbursement from you for all reasonable costs and expenses incurred by TCL in relation to any Authorized Repairer attending (and travelling costs incurred for the Product to be transported under clause 3b). You will be notified of such costs and must pay any such amounts to TCL on demand by TCL.
6. You will not be entitled to claim from TCL any costs or expenses you may incur in making a Warranty Claim.
7. If the Product the subject of the Warranty Claim was installed using aftermarket mounts, stands or

other aftermarket products or was not installed by a professional installer, then TCL may also charge you additional amounts relating to the removal and/or reinstallation of the Product. You must pay any such amount to TCL on demand by TCL.

8. 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. These guarantees are in addition to any other rights and remedies available to you under applicable law in relation to the Product, subject to clauses 11 to 19 (inclusive). This clause 8 only applies if you acquired the Product as a consumer under the Australian Consumer Law.
9. To the extent that this Warranty places a repair obligation on TCL, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If the goods are capable of retaining user-generated data, the repair of the goods may result in loss of the data. Terms used in clause 8 and this clause 9 which are not defined in this Warranty have the same meaning as defined in the Australian Consumer Law.
10. For the purpose of this Warranty, "Warranty Period" means:
 - a) For the Product (other than accessories): a period of 36 months from the date on which it was purchased as shown on any proof of purchase ("Date of Purchase"); and
 - b) For accessories forming part of the Product: a period of 12 months from the Date of Purchase, or in each case, any longer period required by law.
11. To the maximum extent permitted by law, this Warranty does not cover, and a Warranty Claim cannot be made in respect of, any loss, damage, failure or defect relating to or arising from any one or more of the following:
 - a) Improper set up, installation or positioning of the Product, or improper adjustment of settings or controls associated with the Product;
 - b) Normal wear and tear of the Product;
 - c) The Product not being used or maintained in accordance with the manufacturer's instructions, specifications or recommendations;
 - d) Dismantling, repairing, servicing or other work carried out on or in relation to the Product by any person other than an Authorized Repairer or Authorized Service Provider;
 - e) Use of defective or incompatible parts or accessories in relation to the Product;
 - f) Accident, theft, vandalism, misuse, abuse, negligence, collision with another object, operation of a computer virus, fire, flood, liquid spillage or ingress, earthquake, thunderstorm activity, acts of God or any other event or circumstance occurring in relation to the Product which is beyond the reasonable control of TCL;
 - g) Exposure of the Product to excessive heat or moisture or other environmental conditions, including dust, rodents, insect, rust, corrosion, salt build-up or inadequate ventilation;
 - h) Electrical issues, including power surges, spikes or dips, or incorrect or fluctuations in voltage or current;
 - i) Incompatibility with or configuration of equipment connected to the Product, if any;
 - j) Any error or failure in software applications, content and/or service provided by a person or entity other than TCL;
 - k) Use of any other equipment, systems, utilities, services, applications, parts or other items not supplied or authorized by TCL; and

- l) Consumables that form part of the Product or lost parts or accessories associated with the Product.
12. Without limiting the other provisions of this Warranty and to the maximum extent permitted by law, this Warranty will not apply, and TCL will not be liable under any Warranty Claim, in relation to the Product if any one or more of the following apply:
- a) The Product was not purchased by you in Australia as a brand-new item from TCL or a retailer who at the time of purchase was authorized by TCL to sell the Product to you;
 - b) The serial number on the Product has been damaged, modified or removed;
 - c) Any moneys are owing by you to TCL in relation to the Product, including any amounts payable under clauses 5, 7, 14 and 15;
 - d) Any internal hardware or software associated with the Product has been accessed or tampered with without TCL's prior authority; or
 - e) You breach any provision of this Warranty.
13. If TCL accepts a Warranty Claim, then in relation to that claim:
- a) You must comply with TCL's directions, and cooperate fully with TCL and any Authorized Repairer and Authorized Service Provider;
 - b) No loan equipment will be provided to you while the Product is being transported, examined, repaired or replaced under this warranty;
 - c) TCL accepts no liability for any items that are lost, damaged or stolen as a result of freight, transport or storage, irrespective of whether it was arranged by TCL or you;
 - d) Any parts used in the repair of the Product (if applicable) may be new or refurbished and may be different to or cost less than the original parts (in which case you will not be entitled to any refund or other form of compensation in relation to any such differences); and
 - e) TCL makes no representations or warranties as to when the Warranty Claim will be finalized but will use its best endeavors to finalize the Warranty Claim in a timely manner.
14. If you make a Warranty Claim and the Product is considered by TCL to be in good working order, or the Warranty Claim is otherwise not accepted by TCL after any work has been rendered by TCL or its agents in making the assessment, then TCL may charge you for any work carried out by TCL, any Authorized Repairer and any Authorized Service Provider, and you must pay the amount charged on demand by TCL.
15. Further to clause 14, if you request TCL, any Authorized Repairer or any Authorized Service Provider to carry out any work, or to provide any products or parts, outside the scope of a Warranty Claim that TCL has accepted, and that request is agreed to, then TCL may charge you for that work, or for those products or parts, and you must pay the amount charged on demand by TCL.
16. To the maximum extent permitted by law, TCL is not liable to you or any other person for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or information or loss or damage resulting from wasted management time, irrespective of whether the loss or damage was caused by or relates to a breach of contract, statute, tort (including negligence) or otherwise and irrespective of whether TCL or any other person was previously notified of the possibility of the loss or damage.
17. To the maximum extent permitted by law, any warranty, guarantee, condition, representation, undertaking or other right that would be guaranteed or implied in this Warranty or is otherwise imposed by statute, common law, equity, trade, custom or usage, and which is not expressly included in this Warranty, is excluded.
18. Your rights and benefits under this Warranty cannot be transferred.