

Limited Lifetime* Warranty Policy



PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT COVERAGE UNDER THIS LIMITED LIFETIME* WARRANTY, INCLUDING YOUR OBLIGATIONS, YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, AND OTHER IMPORTANT TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.

This warranty is given by Metal Manufactures Pty Limited ACN 003 762 641, trading as Seadan Security & Electronics ("us," "we," "our").

We reserve the right to amend this warranty policy from time to time. Any subsequent version of this warranty policy shall apply to all Products (as hereinafter defined) purchased after the date the amended warranty policy is published on our website or at the time we provide you with a copy of the amended warranty policy (whichever occurs first).

What products are covered by this warranty?

Unless expressly excluded by us, this warranty applies to all new 'ASTUTO' products sold exclusively by us ("**Products**").

To whom is this warranty given?

This warranty is given to the original purchaser of the Products ("**you**," "**your**").

You will receive the benefit of this warranty from the date of purchase.

You may only transfer or assign the benefit of this warranty with our prior written consent. This warranty is otherwise non-transferrable.

We may transfer or assign our rights and/or obligations under this warranty at our sole discretion.

Application and Warranty Period

We warrant that our Products shall be free from all defects due to faulty design, materials and/or workmanship under normal use for the **lifetime of the Product (being the earlier of):**

1. **when the manufacturer ceases to produce the Product; or**
2. **when we declare the Product to be an end-of-life Product (i.e. when the Product is retired from the market by us).***

plus a period of five (5) years ("Warranty Period").

All invoices must be paid in full before any warranty claims can be accepted by us and a claim under this warranty is only eligible if it is made within the Warranty Period.

No extension to Warranty Period

Repairs and/or replacements carried out under this warranty will not extend the Warranty Period, nor will they result in the Warranty Period being restarted, nor a new Warranty Period being initiated.

Replacement products may be covered by a separate warranty (where applicable).

Any repairs and/or replacements carried out after expiration of the Warranty Period will be charged at our prevailing rates.

Our obligations under this warranty

At our election, and subject to the terms of this warranty, we will either repair or replace the Products, if:

1. we consider that the Products have a defect directly caused by faulty design, materials and/or workmanship; and
2. you make a claim under this warranty within the Warranty Period and in the manner set out herein.

What is expressly excluded from this warranty?

For the purposes of this warranty, we will not be obliged to repair and/or replace any Products if the Products have been:

1. not installed, operated or maintained in accordance with the instructions, guidelines, and specifications supplied by us and/or the manufacturer of the Products;
2. subjected to misuse, abuse, neglect, or damage (whether wilful, accidental or negligent);

3. modified, altered or repaired by any person other than us or our authorised representatives;
4. exposed to, or operated in, unsuitable environmental conditions, including corrosive or industrial environments, high or low temperature and/or high or low humidity environments,
5. subjected to a power surge or electrical brownout;
6. damaged by insects or animals;
7. subjected to natural events or disasters, including, without limitation, fire, rain, and/or flooding; and/or
8. inadequately or improperly serviced as specified or recommended by us and/or the relevant manufacturer.

Limitations and exclusions

This warranty expressly excludes defects in design and/or materials in products not expressly covered by this warranty (including, without limitation, ancillary supplies, accessories and/or equipment, products manufactured by third parties, and consumables).

To the maximum extent permitted by law, in no circumstances will we be liable to you for any consequential or indirect loss suffered by you either directly or indirectly as a result of a defect in the Products, including, without limitation, loss of profits, loss of data, loss of revenue, loss of any contract value, loss of anticipated profits or damages for lost opportunity or business interruption.

How to make a claim under this warranty

To make a claim under this warranty you must, prior to the expiry of the Warranty Period, contact us and provide details of your warranty claim in writing.

We may ask you to provide proof of purchase documentation, as well as any other information or documents reasonably requested by us to assess your warranty claim.

Upon receipt of your warranty claim and proof of purchase documentation, we will contact you to arrange for a time for us, or our authorised representative, to inspect the Products. Alternatively, we may direct you to return the Product that is the subject of the warranty claim to us (at your sole expense).

If we determine there is a defect with the Product that is covered by this warranty, then we will at our sole option, either repair or replace the defective Product.

Given that Products may be discontinued from time to time, we cannot guarantee that replacement products supplied under this warranty will be identical to the Products that are replaced. We will however take reasonable steps to ensure that replacement products supplied will be comparable to those that are replaced in terms of their operational performance, technical specifications, and quality (where possible).

We will repair or replace the defective Product as soon as practicable but will not be liable for any loss or damage caused by any delay.

No exclusion of statutory warranties

Nothing in this document shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services of all or any of the provisions the *Competition and Consumer Act 2010*, or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

This warranty is in addition to other legal rights you may have under the Australian Consumer Law

This section only applies if you are considered to be a 'consumer' for the purposes of the Australian Consumer Law, as set out in Schedule 2 to the *Competition and Consumer Act 2010*.

Our Products 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.