

End Customer Hardware Warranty (New Zealand)



IGEL Technology Pty Ltd (ABN 12 167 699 023) (**IGEL**) provides a warranty to its Thin and Zero Clients and to all other IGEL hardware products (IGEL-Hardware) to **End Customers** in respect of quality of its **IGEL-Hardware** on the following terms:

The End Customer is entitled to demand a repair of defects on the IGEL-Hardware within the scope of the warranty period. The claim exists in the case of defects on the IGEL-Hardware, which substantially impair the functionality of the IGEL-Hardware. IGEL is entitled, at its own discretion, to correct the fault, replace spare parts, or deliver a new device. A claim to withdraw from the purchase contract between the End customer and the Seller of the IGEL-Hardware, reduction of the purchase price and compensation for damages does not exist on the basis of this warranty.

Warranty claims of the End Customer against the seller remain unaffected by this warranty.

Warranty Period:

The standard warranty period for defects in material or workmanship of the IGEL-Hardware is 24 months starting on the shipment date of the IGEL-Hardware from the IGEL warehouse (**Standard Warranty Period**)ⁱ.

The End Customer may on a one-off basis extend the coverage of the Standard Warranty Period by filling out (within the Standard Warranty Period) an account registration form at www.igel.com. Once IGEL has confirmed the registration, the Standard Warranty period will be automatically extended as set out in the table below. Also the **Extended Warranty Period** will apply to any IGEL-Hardware acquired by the End Customer who completed the registration. The Extended Warranty extension is provided at no additional cost to the End Customer.

IGEL-Hardware, Warranty Periods:

Device series	Standard Warranty Period	Extended Warranty Period
UD2, UD3, UD5, UD6, UD7	2 years	5 years
UD9, UD10, UD Pocket	2 years	3 years
IZ1, IZ2, IZ3	2 years	3 years

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Check Warranty Status:

The End Customer can check the current warranty status of its IGEL-Hardware at any time by emailing the serial number of the relevant IGEL-Hardware to the service department of IGEL on service@igel.com

Warranty Case:

If, during the warranty period, a deficiency occurs in an IGEL-Hardware, IGEL will, at its own discretion and as the sole remedy, repair the IGEL-Hardware free of charge or replace it with an equivalent device, unless the warranty exclusions below are met. If IGEL replaces a whole IGEL-Hardware or parts thereof, the replaced parts will become the property of IGEL.

What the End Customer must do to claim under the warranty:

To make a warranty claim, the End Customer shall deliver the IGEL-Hardware to IGEL together with a RMA number (Return Material Authorization). The End Customer can obtain this number on IGEL's website (<http://www.igel.com/service-support/rma-request.html>).

To make a warranty claim the End Customer must pack the IGEL-Hardware in its original packaging (or equivalent) and:

- Write the RMA number visibly on the address label.
- Ship the IGEL-Hardware with freight paid to the shipment address found on the RMA number notification.
- Provide insurance (or assume the risk of loss or damage during shipment).

IGEL's liability under this warranty is dependent on an assessment by IGEL to determine the defect in material or workmanship.

Contact details of IGEL for queries about warranty claims:

IGEL Technology Pty Ltd
Level 22, S2201, 101 Grafton Street
Bondi Junction NSW 2022
Ph: +61 2 8319 0497
E-mail: service@IGEL.com

What IGEL must do under the warranty:

Goods presented for repair may be replaced by refurbished IGEL-Hardware of the same type rather than being repaired at IGEL's election. Refurbished parts may be used to repair the goods.

Replaced parts or IGEL-Hardware become the property of IGEL.

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IGEL does not guarantee that any service to be performed under this warranty will be carried out within any particular time limit.

Expenses:

The End Customer must pay for all shipping charges for the return of the IGEL-Hardware to IGEL, as well as insurance cover (if applicable).

IGEL will pay the cost of the replacement parts or replacement IGEL-Hardware as well as return shipping charges (including insurance) from IGEL to the premises of the End Customer, provided that the liability of IGEL shall in no event exceed the purchase price of the IGEL-Hardware.

Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA)

If the CGA applies, this warranty shall be read subject to the End Customer's rights under the CGA.

Where the End Customer is acquiring the IGEL-Hardware for the purposes of a business (as provided in sections 2 and 42 of the CGA):

- the CGA shall not apply; and
- if, and to the extent that, it is permissible to contract out of the FTA, the End Customer agreed that nothing in sections 9, 12A, 13 and 14(1) of the FTA shall apply.

Where the above clause applies and the End Customer is acquiring the IGEL-Hardware for the purposes of resale, the End Customer's terms of trade applying to the resale (and, if your customers acquire the IGEL-Hardware for the purposes of resale, their terms of trade and the terms of trade of each other person in the distribution chain) must include a provision having the same effect as that clause. The End Customer agree to indemnify IGEL, on demand, against any liability under the CGA as a result of any failure by the End Customer, your customers or any other person in your distribution chain to include such a provision.

IGEL does not undertake that repair facilities and parts will be available for the IGEL-Hardware and, accordingly, section 12 of the CGA shall not apply.

Exclusions:

This warranty conditions do not extend to:

- any Thin and Zero Clients provided free of charge;
- IGEL-Hardware supplied outside of New Zealand; and
- IGEL-Hardware that are not hardware products.

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This warranty does not apply to loss of, or damage to, IGEL-Hardware arising as a result of:

- Shipping or improper installation or maintenance.
- Misuse, neglect, adjustment, storage of the IGEL-Hardware in an unsuitable environment or acts of God.
- Any use of the IGEL-Hardware for a use other than ordinary commercial or industrial application.
- Repair, modification or installation of parts by the End Customer or an unauthorised third party.
- Excessive or inadequate heating or air conditioning, or electrical power failures, surges or other irregularities.
- Any use of the IGEL-Hardware outside of the technical specifications of the IGEL-Hardware or otherwise not in accordance with IGEL's directions. .

IGEL is not liable for IGEL-Hardware descriptions and defect warranties given by third parties.

To the fullest extent permitted by law:

- IGEL's liability under this warranty is in substitution for, and to the exclusion of, all other warranties, representations, conditions or obligations imposed or implied by law, statute or otherwise in relation to the Goods (including, without limitation, under the CGA); and
- all liability for any other direct or indirect cost, loss, liability or damage (including special or consequential loss or loss of profits) of any kind is expressly excluded.

IGEL Technology Pty Ltd, October 2017

ⁱ optional available accessories are excluded