

COM NET SOLUTIONS WARRANTY GUIDELINES AND CONDITIONS

Policy:

Com Net Solutions Pty Limited (here after known as CNS) is a distributor of various Communications and IT Equipment. As such CNS provides Warranty for all products sold. Warranty may be provided by CNS directly or referred to the manufacturer or a third party. CNS warrants that the Products supplied will be free from defects in materials and workmanship for a period of twelve (12) months from the date of invoice or for a period as specified by the manufacturers warranty policy. Any such defects will be remedied by repair or replacement at the sole discretion of the CNS and is subject to the availability of spare parts from the manufacturer. CNS endeavours to stock common spare parts such as power supplies and cooling fans and will facilitate parts availability from the manufacturer where possible.

Warranty:

This warranty shall become null and void if:

The Customer fails to comply with the User Manual operating instructions and information.

The Products are modified, installed, or adjusted in any way not in accordance with User Manual operating instructions and information.

The Products are exposed to environmental conditions beyond their intended application and specification.

The Products are affected by fire, water or flood, frost, ice, wind, fusion, immersion in any liquid, lightning, power surges, induced electrical surges including but not limited to Radio Frequency or Electromagnetic Interference, earthquake, elements of nature or an act of God, riot, civil disorder, vandalism, strikes or industrial strife, theft, accident, war, lockouts, road closure, or any similar cause beyond the reasonable control of the Company.

The Products are physically or operationally abused or damaged whether deliberately or by misuse.

The Products are affected by any system or Asset malfunctions caused by the abnormal operation, or by unspecified, undocumented, or unexpected operation of any third party computer hardware or system.

On-site Warranty Option:

In cases where on-site warranty is offered, CNS will respond to a service call within the specified time. If required a technician or representative will visit the equipment site to identify or diagnose fault as per your warranty agreement. In cases where the customer or CNS can identify the faulty component without a site visit, then CNS reserves the right to send a courier to pickup/delivery the spare part.

In cases where a site visit by a technician or representative is required, the customer is to arrange suitable parking.

Liability:

The liability of CNS arising out of expressed or implied conditions or warranties relating to the Goods and Services shall be limited as follows:

- The repair of the goods or at the option of CNS, replacement or the supply of equivalent goods.
- In all cases, the amount of CNS's liability shall not exceed the Price received from the Customer.

Installation and use of the Product:

The Customer must use the Products strictly in accordance with the User Manuals and will ensure that all other persons operating the Products are familiar with the User Manuals and the operation of the Products.

Risk:

The Customer expressly acknowledges that due to circumstances beyond the control of CNS, including (but not limited to) software viruses, power failure, electrical or topographical interference, asset malfunction and the actions and omissions by suppliers of telephone and other communications services, Police or Emergency Services or security patrol services, the Services may not operate as designed. The Customer also acknowledges that CNS is not responsible for damages to the Products, or failure to perform, as a result of any Asset accident or vandalism.

The Customer acknowledges that CNS is not responsible for malfunction or failure to function of Third Party Equipment or any damages caused as a result of such failure or malfunction.

The Customer acknowledges that CNS is not responsible for loss of data or data recovery.

In the event of replacement or repair of any equipment, the Customer acknowledges that such equipment will be returned as per originally supplied configuration.

Freight and Delivery charges:

The customer is responsible for the cost of returning the faulty item and delivery of the replacement item.

Returning Product:

Products requiring return for warranty purposes or any other purpose will not be accepted unless customer obtains an RA (Return Authorisation) Number from CNS in writing prior to returning the Product. RA Numbers may be obtained by email (sales@comnet.com.au) and must state the CNS Invoice Number, date of purchase, serial number and reason for return. If return is authorised by CNS then CNS will issue an RA Number by return email. This number is to be clearly marked on the packaging containing the Product being returned. Any Product returned without an RA Number will not be accepted and will be returned freight collect. Any Product return, which is subsequently found to be working correctly, will incur a charge. Under no circumstances will the issuing of an RA Number by CNS entitle the customer to a credit or any liability whatsoever to the customer beyond repair or replacement of the faulty Product at the discretion of CNS or the Manufacturer. RA Numbers are issued subject to the manufacturer accepting the warranty claim.

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