Warranty Terms & Conditions PSW02052019

SERVICE / WARRANTY (Australia)

Warranty provided by Power Shield Pty Ltd of U3, 205 Camboon Rd, Malaga, WA 6090 ("Power Shield") (Tel) 1300-305-393

Warranty Conditions

- 1. Power Shield products are warranted for certain specified periods (as set out in item 18 below) against failure due to faulty materials or workmanship.
- 2. The benefits available in respect of Power Shield products under the terms of this document are in addition to all rights and remedies available to customers under statute or other applicable laws.
- 3. If, within the warranty period set out in item 18 below, a Power Shield product to which this document applies does not meet the specification above and the product was installed and operated in accordance with Power Shield and all applicable Australian standards and procedures, then Power Shield will at its cost (subject to the terms of this document), correct any defects in the material or workmanship.
- 4. If the product has been modified, recalibrated, repaired, opened or tampered with in any way by the customer then this warranty will not apply.
- 5. If the product has been damaged during transport then this warranty will not apply.
- 6. If the product fails due to fire, earthquake, flood, direct lighting strike, terrorism, pollution, direct sunlight, excessive heat, exposed under poison gas, and incorrect utility voltage then this warranty will not apply.
- 7. In order for this warranty to apply, product batteries must be operated within the technical specification limits of the manufacturer and must be fully re-charged at least every three months during storage.
- 8. Power Shield uninterruptible power supply (**UPS**) products are not failsafe devices. Although well designed and manufactured, like all electrical, electronic and mechanical devices they have the potential to fail. This should be taken into consideration by customers when designing any critical system.

Warranty Claims

To make a warranty claim, Power Shield should be contacted as follows

Call Service on 1300-305-393 Or Visit <u>https://powershield.com.au/rma-form/</u> to process an RMA Or Power Shield Pty Ltd (Head Office) U3, 205 Camboon Rd Malaga, WA 6090

- 9. To make a claim under this document, customers must obtain from Power Shield, complete and return a return merchandise authorisation (RMA) in the approved format. The RMA form can be obtained from Power Shield via the contact details set out above. No product can be returned to Power Shield, or a technician sent to a customer's site (if applicable), without a RMA.
- 10. Unless otherwise specified in this document, all products must be returned to a Power Shield service centre at the customer's cost in the event of a claim under this warranty document being made. However, for hardwired products larger than 3KVA, the warranty covers onsite repair for metropolitan areas in Australian capital cities only. See Annexure A for details on how to make a warranty claim in respect of such products. For hardwired equipment installed in remote locations Power Shield may, at its sole discretion, request that the product be returned to a Power Shield service centre at the customer's cost.
- 11. If a warranty claim is a Return To Base (RTB) claim, then the terms and conditions in Annexure A of this document will also apply. If a warranty claim is an Advanced Replacement Warranty claim (ARW), the terms and conditions in Annexure B of this document will also apply. The customer can in its discretion elect to exercise either of these options, if available, at the time of providing the completed RMA to Power Shield.
- 12. If Power Shield at its sole discretion determines that the conditions of this document have been met and the product has failed as a result of an event described in item 1, then Power Shield will at its option and in its sole discretion repair or replace the faulty unit with an equal or equivalent model of a similar age and condition, at its cost. The costs of returning the repaired/replaced product to the customer will be met by Power Shield provided that the return is to a metropolitan area in an Australian capital city.
- 13. If the product has failed due to reasons that Power Shield, at its sole discretion, determines to be outside of the conditions set out in this warranty document, or is found to be not faulty then a minimum inspection and handling fee will be charged, and the customer will be responsible for paying the cost of returning the product to the customer.
- 14. Blown fuses are usually as a result of overload and are not considered to be a fault to which item 1 of this document applies. If it is determined that a product has failed due to a blown fuse, a handling and inspection charge will apply as above, and the customer will be responsible for paying the cost of returning the product to the customer.
- 15. All hardwired products must be commissioned by an approved Power Shield technician. Commissioning must be completed within four weeks from Power Shield invoice date. Failure to do this will void the warranty.

- 16. Subject to applicable law, in no event shall Power Shield, its officers, directors, affiliates or employees be liable for any form of indirect, special, consequential or punitive damages, arising out of the use, service or installation, of the products, whether such damages arise in contract or tort, irrespective of fault, negligence or strict liability or whether Power Shield has been advised in advance of the possibility of such damages. Specifically, Power Shield is not liable for any costs, such as lost profits or revenue, loss of equipment, loss of use of equipment, loss or damage of software, loss or damage of data, costs of substitution, claims by third parties, or otherwise.
- 17. 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.
- 18. The warranty product period commences from the date the End User is invoiced for the products.
 - ZapGuard Powerboard Range: 5 years
 - ZapGuard Pro Surge diverters and Surge filters Range: 2 years
 - SafeGuard, Defender, Commander, Commander RT, Centurion Single Phase, Centurion RT: 2 years
 - Centurion 3/3: 1 year
 - Platinum Range: 1 year
 - UPS accessories, UPS communications products, External maintenance bypass switches, Automatic transfer switches, Managed and Unmanaged PDU's, Mounting products: 2 Years

<u>Note</u>

In addition to the above product warranty, PowerShield allows for a further Buffer warranty period, up to a maximum of three months from the date that the End User was invoiced.

This is to cover the time-period that elapses between products transferring from the Power Shield warehouse, to the Distributor chain and finally to the End User.

Warranties that exceed both the Product and Buffer warranty time-period will be considered at the sole discretion of Power Shield.

Connected Equipment Warranty (CEW) - View T&C www.powershield.com.au

Annexure A: Return to Base (RTB) Claims

The RTB warranty option applies when a product that is still under warranty is deemed to be faulty as per the Power Shield warranty conditions in pages 1 and 2 of this document, and is returned to a Power Shield service centre for repair or replacement.

- 1. Only when Power Shield has provided a RMA number can the product be returned to a Power Shield service centre, or a technician sent to the customer's site (as applicable).
- 2. The customer must return the product to a designated Power Shield service centre as per the instructions on the completed RMA.
- 3. The customer must ensure that the product is appropriately packed for transport. This must include sufficient cushioning material such as bubble wrap, foam etc. It must also be inserted in a sturdy and protective cardboard carton.
- 4. The product will be assessed by Power Shield technicians, and Power Shield will then at its sole discretion determine if the warranty conditions are satisfied.
- 5. If the warranty claim is valid, Power Shield will at its own cost arrange freight of the repaired/replacement products to metropolitan areas within the capital cities of Australia. For all other areas, repaired/replacement products will be returned at the customer's cost.
- 6. For hardwired products larger than 3KVA the warranty covers onsite repair for metro areas in capital cities during weekday office hours. The customer must provide Power Shield with an order number before a technician is sent to site. This order number will only be applied if Power Shield in its sole discretion determines that the product is not faulty or has failed for reasons outside of the Power Shield warranty conditions. If it is found that the site visit was not a valid warranty claim as determined in its sole discretion by Power Shield, then standard Power Shield servicing and travel costs will apply and will be the customer's responsibility, and the order number will be applied accordingly.

Annexure B: Advance Replacement Warranty (ARW) Claims

The ARW warranty option applies when a Power Shield product that is still under warranty is deemed to be faulty as per the Power Shield warranty conditions in pages 1 and 2 of this document, and a new or reconditioned product is dispatched to the customer by Power Shield acting in its sole discretion, before the faulty product is returned by the customer. The advantage of this option is that it minimizes disruption to the customer operations.

- 1. The customer must complete and sign a RMA.
- As part of the ARW process it will be necessary for the customer to provide Power Shield with a Credit Card number or Purchase Order for the cost of the same or equivalent (new) product. It should be noted that it is not Power Shield's intention to use these details. Use of these will only be under exceptional circumstances as described below.
- 3. Only when Power Shield has provided a RMA number can this option be exercised and the goods be returned to a Power Shield service centre, at the customer's cost.
- 4. Once Power Shield has provided a RMA then Power Shield will dispatch at its cost to metropolitan areas in capital cities (Australia) a new or reconditioned UPS or product to the customer. Dispatch to all other locations will be at the customer's cost.
- 5. Power Shield will at its option provide the customer with a new or replacement unit if the original unit has failed as per the Power Shield conditions of warranty in the first 30 days from the date of arrival at the customer's premises.

- 6. Important scratched or dented or cracked, even slightly, UPS and products are not covered by this warranty. It is the customer's responsibility to ensure that the UPS/product is received back at the Power Shield service centre completely free of scratches and dents etc. If Power Shield in its sole discretion determines that a returned product under the ARW is scratched, dented or cracked then Power Shield will in its sole discretion apply the issued Purchase Order number or Credit Card that has been provided by the customer in the RMA and the customer will be invoiced accordingly. The customer has the option to have the faulty product returned to it, at its cost and expense.
- 7. The customer must return the faulty product to a designated Power Shield service centre as per the instructions on the RMA, at its cost.
- 8. It must arrive within ten days of the date on the RMA, or the Purchase Order provided (if any) will be processed.
- 9. The customer must ensure that the product is appropriately packed for transport.
- 10. The product will be assessed by Power Shield technicians, and Power Shield will then in its sole discretion determine if the UPS or product has failed under Power Shield warranty conditions.
- 11. If the UPS or entire product is deemed to have failed as per Power Shield warranty conditions, then the customer will keep the replacement UPS/product provided under item 4 or 5 of this Annexure B, and the problem will be considered resolved.
- 12. If the product has failed due to reasons that Power Shield determines at its sole discretion to be outside of warranty conditions, or is found to be not faulty then Power Shield will in its sole discretion apply the Purchase Order number / Credit Card that has been provided by the customer in the RMA and the customer will be invoiced accordingly. The customer has the option to request that the faulty UPS be returned to it, at its expense.
- 13. Hardwired products larger than 3KVA are not covered by this warranty option.