

HARDWARE LIMITED WARRANTY

1. WHO IS GIVING THIS WARRANTY

- 1.1. This Limited Warranty is given by Tussock Innovation 2013 Limited (NZCN: 4566779) (**Tussock Innovation**) and sets out the warranty responsibilities of Tussock Innovation for Tussock Innovation branded products (**Hardware**).

2. WHO HAS THE BENEFIT OF THIS LIMITED WARRANTY

- 2.1. This Limited Warranty is for the benefit of the original purchaser (referred to as **you** in this Limited Warranty) of a new Hardware product supplied to you by Tussock Innovation. This Limited Warranty is not transferable by you.

3. WHAT THIS LIMITED WARRANTY COVERS

- 3.1. Tussock Innovation warrants to you that your Hardware will be free from defects in materials and workmanship under normal use for one (1) year from the date of original purchase (**Warranty Period**).
- 3.2. During the Warranty Period, if your Hardware is found by Tussock Innovation to be defective and covered under this Limited Warranty, Tussock Innovation may, at its sole discretion:
 - a. repair or replace any defective component of the Hardware with a new or refurbished component or replace the defective Hardware with a similar new or refurbished product at no cost to you; or
 - b. accept the return of the Hardware and refund you the original purchase price.
- 3.3. If the Hardware is repaired or replaced during the Warranty Period, the balance of the Warranty Period shall apply to the repaired or replacement product.
- 3.4. If Tussock Innovation provides you with a replacement item or an item that includes replacement components then the original item or components become Tussock Innovation's property and the replacement item becomes your property.

4. WHAT THIS LIMITED WARRANTY DOES NOT COVER

- 4.1. This Limited Warranty does not apply (in each case as determined by Tussock Innovation):
 - a. to normal wear and tear to the Hardware;
 - b. to damage or defects to the Hardware caused by the operation or use of the Hardware for purposes other than for which it was designed or in a way that is inconsistent with or outside the parameters stated in any user documentation supplied with the Hardware;
 - c. to damage or defects to the Hardware caused by your failure to follow the instructions in any user documentation supplied with the Hardware in relation to site preparation, installation or maintenance of the Hardware;
 - d. to damage or defects to the Hardware caused by anything that is not the fault of the Hardware itself including without limitation:
 - i. accident, misuse, mishandling, abuse or neglect;

- ii. breakdowns, fluctuations, or interruptions in electrical power or the telecommunications network;
 - iii. any force majeure event, or an act of God (including but not limited to lightning, flood or earthquake);
 - iv. virus infection
 - v. fraudulent, illegal or intentional acts; or
 - vi. war, hostilities, terrorism or vandalism;
- e. consumable parts of the Hardware (including batteries and seals) unless the damage was caused by a defect in materials or workmanship of the Hardware;
 - f. if the Hardware is opened, repaired, altered or modified by someone other than Tussock Innovation or a Tussock Innovation authorised service provider;
 - g. to interfacing, equipment, accessories or other parts or supplies other than original Tussock Innovation products;
 - h. if any identification or warning label has been defaced or removed from the Hardware;
 - i. to any second-hand goods, or to any goods sold or provided 'as-is' or as samples or otherwise expressly stated as being supplied without any warranty;
 - j. to any damage or loss while the Hardware is in transit; or
 - k. to any software that may be installed on the Hardware.

5. HOW TO MAKE A WARRANTY CLAIM

- 5.1. To make a claim you need to contact Tussock Innovation at support@tussockinnovation.co.nz and return the Hardware during the Warranty Period. In order for Tussock Innovation to verify your warranty claim and to provide a warranty service, you may be required to provide proof of original purchase. Tussock innovation is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Hardware. You must comply with any other return procedures specified by Tussock Innovation.
- 5.2. If the Hardware is returned but the fault with the Hardware is not covered under this Limited Warranty, terms and charges may apply for any repair or processing performed.

6. DISCLAIMER OF WARRANTIES

- 6.1. Tussock Innovation' warranties are limited to those set out in this Limited Warranty, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any implied warranties of merchantability, satisfactory quality and/or fitness for a particular purpose) in respect of the Hardware are disclaimed to the extent permitted by law.
- 6.2. If you purchased the Hardware for the purposes of a business you agree that the provisions of the Consumer Guarantees Act 1993 do not apply.

7. LIMITATION OF LIABILITY

- 7.1. Tussock Innovation is not liable to you or any third party for any special, indirect or consequential damage or loss of any kind (including without limitation loss of data, loss of business, loss of profits, business interruption) arising out of the use of or inability to use the Hardware.
- 7.2. The maximum aggregate liability of Tussock Innovation under or in connection with this Limited Warranty or the Hardware (whether in contract, tort (including negligence), breach of statutory duty or otherwise) is limited to the value of the original purchase price paid for the Hardware.

8. GOVERNING LAW

- 8.1. This Limited Warranty is governed by, and must be interpreted in accordance with, the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with this Agreement.

9. DISPUTE RESOLUTION

- 9.1. Before taking any Court action, a party must use best efforts to resolve any dispute under, or in connection with, this Limited Warranty through good faith negotiations but this requirement does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

10. PRIVACY

- 10.1. Any personal information received by Tussock Innovation in respect of a warranty claim will be used, processed, transmitted, and disclosed to the extent necessary to perform the warranty services described in this Limited Warranty and in accordance with Tussock Innovation's Privacy Policy published on its website from time to time.

11. GENERAL

- 11.1. To waive a right under this Limited Warranty that waiver must be in writing and signed by the waiving party.
- 11.2. If there is any conflict between this Limited Warranty and any other warranty provided to you then the provisions of this Limited Warranty will prevail.
- 11.3. Any illegality, unenforceability or invalidity of a provision of this Limited Warranty does not affect the legality, enforceability or validity of the remaining provisions of this Limited Warranty.