

# Roboworks One (1) Year Limited Warranty

For Roboworks Branded Product Only

## HOW CONSUMER LAW RELATES TO THIS WARRANTY

**For Australian consumers:** The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations. 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 for 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. Repair of the goods may result in loss of data. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

**For New Zealand consumers:** The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Consumer Guarantees Act 1993 and other applicable New Zealand consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act. You are entitled

to a replacement or refund for a failure of substantial character and to compensation for any reasonably foreseeable loss or damage that results from such failure. You may also be 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 failure of substantial character. Repair of the goods may result in loss of data. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, Roboworks DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

#### WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. Roboworks DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, Roboworks LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF

THIS EXPRESS WARRANTY AND, AT Roboworks'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### WHAT IS COVERED BY THIS WARRANTY?

Roboworks warrants the Roboworks-branded hardware product and Roboworks-branded accessories contained in the original packaging ("Roboworks Product") against defects in materials and workmanship when used normally in accordance with Roboworks's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). Roboworks's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

Please note: All claims made under the Roboworks One-Year Limited Warranty will be governed by the terms set out in this warranty document.

### WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-Roboworks branded hardware products or any software, even if packaged or sold with Roboworks hardware. Manufacturers, suppliers, or publishers, other than Roboworks, may provide their own warranties to you – please contact them for further information.

Software distributed by Roboworks with or without the Roboworks brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights

with respect to its use. Roboworks does not warrant that the operation of the Roboworks Product will be uninterrupted or error-free. Roboworks is not responsible for damage arising from failure to follow instructions relating to the Roboworks Product's use.

**This Warranty does not apply:**

- (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship;**
- (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship;**
- (c) to damage caused by use a third party component or product that does not meet the Roboworks Product's specifications;**
- (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause;**
- (e) to damage caused by operating the Roboworks Product outside Roboworks's published guidelines;**
- (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Roboworks or an Roboworks Authorized Service Provider ("ASP");**
- (g) to a Roboworks Product that has been modified to alter functionality or capability without the written permission of Roboworks;**
- (h) to damage caused by normal wear and tear or otherwise due to the normal aging of the Roboworks Product;**
- (i) if any serial number has been removed or defaced from the Roboworks Product;**
- (j) if Roboworks receives information from relevant public authorities that the product has been stolen or if you are unable to prove in any way that you are the authorized user of the product (e.g., by presenting proof of purchase).**

## YOUR RESPONSIBILITIES

IF YOUR Roboworks PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, Roboworks or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Roboworks's procedures for obtaining warranty service. Before submitting your Roboworks Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

DURING WARRANTY SERVICE IT IS POSSIBLE THAT THE CONTENTS OF THE Roboworks PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT Roboworks AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE Roboworks PRODUCT SERVICED.

Following warranty service your Roboworks Product or a replacement device will be returned to you as your Roboworks Product was configured when originally purchased, subject to applicable updates. Roboworks may install system software updates as part of warranty service that will prevent the Roboworks Product from reverting to an earlier version of the system software. Third party applications installed on the Roboworks Product may not be compatible or work with the Roboworks Product as a result of the system software update. You will be responsible for reinstalling all other software

programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

### WHAT WILL Roboworks DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a claim to Roboworks or an ASP in accordance with this warranty, Roboworks will, at its option:

- (i) repair the Roboworks Product using new or previously used Roboworks genuine parts that have been tested and passed Roboworks functional requirements,
- (ii) replace the Roboworks Product with a replacement product of the same model (or with your consent a product that has the same or substantially similar features as the original product – e.g., a different model with the same features, or the same model in a different color) that is new or comprised of new and/or previously used Roboworks genuine parts and has been tested and passed Roboworks functional requirements, or
- (iii) exchange the Roboworks Product for a refund of your purchase price.

Roboworks may request that you replace certain user-installable parts or Roboworks Products. A replacement part or Roboworks Product, including a user-installable part that has been installed in accordance with instructions provided by Roboworks, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Roboworks Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Roboworks's property.

### HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources described below before seeking warranty service:

[www.roboworks.net/support](http://www.roboworks.net/support)

If the Roboworks Product is still not functioning properly after making use of these resources, please contact Roboworks by emailing

[hi@roboworks.co](mailto:hi@roboworks.co)

An Roboworks representative will help determine whether your Roboworks Product requires service and, if it does, will inform you how Roboworks will provide it.

### WARRANTY SERVICE OPTIONS

Roboworks will provide warranty service through one or more of the following options:

- (i) Mail-in service. If Roboworks determines that your Roboworks Product is eligible for mail-in service, Roboworks will send you prepaid waybills and if applicable, packaging material and instructions on how to properly pack and address your Roboworks product, so that you may ship your Roboworks Product to Roboworks' service location. Once service is complete, the service location will return the Roboworks Product to you. Roboworks will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Roboworks Product are followed.
- (ii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Roboworks Product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Roboworks requires return of the replaced Roboworks Product or part. Roboworks may require a credit card authorization as security for the retail price of the replacement Roboworks Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Roboworks will offer alternative arrangements for service. Roboworks will ship a replacement Roboworks Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Roboworks Product or part. If you follow the instructions, Roboworks will cancel the credit card authorization, so you will not be charged for the Roboworks Product or part and shipping to and from your location. If you fail to return the replaced Roboworks Product or part as instructed or return a replaced product or part that is ineligible for service, Roboworks will charge your credit card for the authorized amount.

(b) Service where Roboworks does not require return of the replaced Roboworks Product or part. Roboworks will ship you free of charge a replacement Roboworks Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Roboworks Product or part.

(c) Roboworks is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact Roboworks at the telephone number listed below.

Roboworks reserves the right to change the method by which Roboworks may provide warranty service to you, and your Roboworks Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. Roboworks may use Roboworks Products or replacement parts for service that are sourced from a country that is different from



the country from which the Roboworks Product or original parts were sourced. You may be responsible for shipping and handling charges if the Roboworks Product cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Roboworks may repair or replace Roboworks Products and parts with comparable Roboworks Products and parts that comply with local standards.

#### LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Roboworks IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE Roboworks PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE Roboworks PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY

STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. Roboworks DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY Roboworks PRODUCT UNDER THIS WARRANTY OR REPLACE THE Roboworks PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE Roboworks PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### GENERAL

No Roboworks reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Roboworks Product purchase took place. Roboworks is identified at the end of this document according to the country or region in which the Roboworks Product purchase took place. Roboworks or its successor in title is the warrantor under this Warranty.