



Miracle Electronics Ltd Product Warranty

1 WARRANTY

1.1 We warrant:

- (a) The Goods against defective workmanship and faulty parts for a period of 24 months following purchase of the Goods; and
- (b) Workmanship on installation of any Goods carried out by us (or our subcontractors) for a period of 12 months following installation of the Goods,

subject to the terms set out below.

2 CLAIM PROCEDURE

2.1 If you wish to make a claim under this warranty, you must send the Goods (including all relevant parts provided with the Goods at the time of sale) to us at your own cost and at your own risk, accompanied by a copy of your receipt for the Goods clearly showing the date and full details of your purchase.

2.2 Once the Goods have been delivered, we will assess the Goods and determine:

- (a) The cause of the failure; and
- (b) What will be required to remedy the failure.

2.3 If the result of the assessment is that the failure of the Goods is covered by this warranty, we will select and provide one of the remedies set out in clause 3.

2.4 If the report establishes that the failure of the Goods is not covered by this warranty, we will notify you and you will need to pay the costs of the return of the Goods by courier, and any related costs (such as the cost of an independent maintenance specialist – if required).

2.5 The timing of any repair may depend on the repair schedule, and availability of parts.

2.6 Any Goods replaced or repaired by us under this warranty will be warranted for the remainder of the original warranty period for the replaced or repaired Goods.

3 REMEDY

3.1 For all Goods covered by this warranty, we will either (at our complete discretion) repair or replace the Goods free of charge.

3.2 The remedies set out in clause 3.1 are your sole and exclusive remedy for defective Goods.

4 WARRANTY CONDITIONS

4.1 This warranty does not include faults caused by:

- (a) Failure to comply with the specified maintenance regime and/or instructions for the Goods;
- (b) Unsuitable, improper or negligent use of the Goods;
- (c) Fair wear and tear;
- (d) Natural discoloration due to ultra-violet light;
- (e) Ingress of dirt, abrasive substances, water or other liquids, rust or corrosion;
- (f) Damage caused by lightning strikes, power surges or similar;
- (g) Damage caused by vermin or insect infestation;
- (h) Damage sustained during transport of the Goods;
- (i) Goods being subjected to adverse environmental conditions, including exposure to extreme heat (including fire) or cold;
- (j) Damage to the Goods caused by theft or attempted theft;
- (k) Abuse, being dropped, crushed, impacted with any hard surface; and
- (l) Use after partial failure.

4.2 We cannot be held responsible for, and this warranty shall not apply where:

- (a) The Goods are found to have been installed by unqualified personnel who have not received suitable training from us or one of our approved partners or technicians, and the installation has not been inspected by either us or one of our approved partners or technicians;

(b) A repair to the Goods has been carried out by anyone other than us or an independent maintenance specialist engaged by us;

(c) The Goods' serial number (if any), as applied by the manufacturer, has been altered or removed from the Goods; or

(d) Any alterations have been made to the Goods, or the Goods have been opened (in a manner outside normal use of the Goods), disassembled or modified in any way prior to it being received by us.

4.3 Parts, extras and accessories, other than parts supplied as part of the Goods are not covered by this warranty. Any damage caused by the use of parts of this nature is also not covered by this warranty.

4.4 This warranty is non-transferrable and is restricted to you as the original purchaser.

4.5 This warranty only covers products we have manufactured. Third-party products are solely covered by their own manufacturer's warranty.

5 OTHER LAWS

5.1 The Fair Trading Act 1986 and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided in this warranty and any other written warranties provided by us to you which apply to the Goods, we exclude all other warranties, conditions or obligations to the extent permitted by law.

5.2 You agree that the guarantees contained in the Consumer Guarantees Act 1993 shall not apply unless the Goods are acquired for personal, domestic or household use.

6 LIMITATION OF LIABILITY

6.1 Except as provided by clauses 3.1 and 5.1, we shall not be liable for any loss, damage or liability of any kind whatsoever arising from or relating to the Goods, whether suffered or incurred by you or another person, whether in contract, tort (including negligence) or otherwise.

6.2 Our total aggregate liability in respect of all claims arising from or relating to the Goods (whether under this warranty or otherwise) shall not exceed the original price of the Goods.

6.3 We will not be liable under this warranty unless you provide us with proof of purchase along with written notification of the relevant details of the claim within 30 days after the defect became reasonably apparent.

7 GENERAL

7.1 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

7.2 This warranty is governed by New Zealand law.

8 DEFINITIONS

In this warranty, unless the context requires otherwise:

Goods means the product purchased by you, and supplied by us (or by our resellers or partners);
we, us and our means Miracle Electronics Limited (NZBN 9429046506771); and
you, your means the customer who has purchased the Goods.