

Smartcom Business Communications Pty Ltd (Smartcom) ABN: 43 119 984 977, sells telecommunications and cloud services, including; software, hardware, voice & SMS carriage, internet & data, Mobile SIM Cards, and electronic messaging. This Policy applies to Users' of hardware supplied by Smartcom. In recognition of its responsibility to provide quality products, components and workmanship, Smartcom warrants hardware and each part and component thereof (except those excluded by Para. 4 below), to be free from defects in material and workmanship for a limited lifetime after purchase by the end-user. Product warranties are subject to the terms and conditions below.

Standard Warranty

1. WARRANTOR - This warranty is granted by Smartcom Business Communication Pty. Ltd., 36/71 Eagle Street, Brisbane, 4000, Queensland, Australia, Telephone Australia: 1300 196 386, Web: www.smartcombusiness.com.

2. PARTIES TO WHOM WARRANTY IS INTENDED - This warranty is not transferable and extends to the original end-user of hardware only.

3. PARTS AND COMPONENTS COVERED - All parts and components of hardware supplied by Smartcom are covered by this warranty, except those parts and components excluded by Para. 4 below.

4. PARTS AND COMPONENTS NOT COVERED - The following components are not covered by this warranty:
(a) any part or component that shall have been subject to abnormal electrical or mechanical abuse, negligence or accident (as determined by Smartcom);
(b) any part or component that shall have deteriorated from ordinary wear and tear, such as paint;
(c) expendable items that would normally be replaced within the warranty period, such as Magnetic Tapes.

5. PROCEDURE FOR OBTAINING PERFORMANCE UNDER THIS WARRANTY – Upon request by Smartcom, the owner must present a dated bill of sale prior to receiving warranty service. Within ten days after discovery of the defect, the owner will notify Smartcom and receive authorisation by Smartcom to return the defective system or component to Smartcom. Upon receipt of the defective system or component's Serial Number, Smartcom will issue a Return Authorisation (RA) number. This RA number must be clearly marked on the address label on the outside of the package being returned to Smartcom. Hardware returned for repair must be shipped to Smartcom in original packaging. All cost of transporting and insurance of the system or component to and from Smartcom shall be paid by the owner.

6. REMEDY - If, within the duration of this warranty, hardware or component covered by this warranty is returned to Smartcom and proves to be defective in material or workmanship, Smartcom shall (at its option) repair or replace the defective item at its expense. Replacement of a defective component pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the replaced component.

7. DESIGN CHANGES - Smartcom reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. From time to time however, Smartcom may issue Application Notes to its customers to notify them of product improvements which may be retrofitted at the option of the customer.

8. EXCLUSION AND DISCLAIMERS - This warranty does not extend to normal preventative maintenance procedures nor to any defect due to negligence of others, failure to operate or maintain the system in accordance with instructions furnished, electrical alterations, or ordinary wear and tear.

Smartcom reserves the right to charge a restocking fee on any return procedures for any reason other than that covered and sanctioned by a Return Authorisation (RA) number.

This warranty and the remedy provided herein are exclusive and expressly in lieu of all other warranties expressed or implied either in fact or by operations of law, statutory or otherwise, including warranties or merchantability or fitness for use.

Product Warranties: Standard | Extended | Advanced Replacement



Under no circumstances will Smartcom assume liability for special, consequential, or punitive damages arising or in any way connected with use of its products.

The Above Warranty Conditions apply for 1 year, 2 years, 3 years, 5 years and Lifetime Warranties.*

* Smartcom's Limited Lifetime Warranty is offered to the original end-customer of the product only, for the lifecycle of the product and 5 years after the End of Life (EOL) date of the product. Smartcom will repair or replace the product at its sole discretion. Warranty is only valid with proof of purchase, and thereby Smartcom's standard warranty terms and conditions apply.

Extended Warranty

As with most manufacturers and distributors of ICT and other technology equipment, the products that Smartcom supplies to its customers are supported with a standard 'Return To Base' warranty, of varying duration depending on the vendor and specific item.

As the term implies, if a piece of equipment fails, and Smartcom's Support Desk ascertains that there is a likely hardware fault, processes are followed to have that item returned to Smartcom. Our turn-round performance for repaired or replaced standard warranty jobs is excellent - but there are many situations where downtime must be kept to a minimum. For these situations, Smartcom offers two related services; **Extended Warranty (EW)** and **Advanced Replacement Contracts (ARC)**

Neither of the above services are designed for use in relation to true mission critical systems, where systems are often active 24/7, and potential downtime must be avoided except in extreme situations and system resuscitation must be measured in hours at the most. For these systems, Smartcom advocates the purchase of equipment for wheel-in or failover standby systems, and/or the use of specialist 24/7 system maintenance companies.

For other important network and communications systems

The purchase of a Smartcom, next business day ARC, perhaps complemented by an Smartcom Extended Warranty, may well provide just the right level of equipment protection for your network. An EW and ARC can be purchased with selected Smartcom products as determined by Smartcom.

Definition

Products offered for sale by Smartcom are supplied with a manufacturers warranty. The conditions of a warranty can vary from product to product. In particular, the warranty period can vary - typically, products are supplied with warranties that last for 1, 2, 3, or 5 years from date of purchase, although some product warranties are designated 'Lifetime' (generally, conditions are made on lifetime Warranties, and details of these should be checked before purchase).

Where the standard warranty period for a specific item offered for sale by Smartcom does not offer a sufficiently long period for a customers requirements, an EW can be purchased.

What products can an EW be purchased for?

An EW can be purchased for any product offered by Smartcom, other than those products with a 5 year or longer warranty.

By how long can a Standard Warranty be Extended?

By a maximum of two years. For example, a product is purchased with a 1 Year standard manufacturers warranty. If an EW is purchased for a further 2 years, the total warranty period will then be 3 years.

What does an Extended Warranty give me?

An EW applies the same product warranty coverage as in the standard warranty, over the period of time the EW has been purchased for.

What unit of time can an Extended Warranty be purchased in?

An EW can be purchased in 1 year increments (up to the maximum total extended period given above).

When can an Extended Warranty be purchased?

An EW can be purchased either:

- At the time of purchase of the product it is being applied to.
- No later than 50% through the period of the standard warranty for the product concerned, as defined by the date of Invoice (e.g., an Edge-Core ES4710BD Chassis Switch is purchased with a 1 year standard manufacturers warranty. An Extended Warranty for a further 1 or 2 years can be purchased no later than 6 months after the date of invoice for the original purchase of the ES4710BD).

How can I check what Standard Warranty is provided with a product?

The standard warranty is published online for each product at the Smartcom Shop; at www.smartcombusiness.com/shop, or from your Smartcom account manager.

How can I check which products are eligible for an Extended Warranty?

All products other than those listed as 5 year or Lifetime Warranties are eligible for an extended warranty.

How much does an Extended Warranty cost?

The price of an EW may vary from product to product. Prices can be found at the Smartcom Shop; www.smartcombusiness.com/shop, or from your Smartcom account manager.

How is an Extended Warranty purchased?

An EW can be purchased at the time of purchase at the Smartcom Shop; www.smartcombusiness.com/shop. Alternatively, an EW can be purchased with your Smartcom account manager.

Extended Warranty Terms and Conditions

1. Scope of Extended Warranty

1. An EW is purchased for a specific product based on that product's Serial Number. The EW is only valid for the product that it was purchased for, as identified on the Smartcom Invoice issued to the customer when the order is accepted.
2. An EW cannot be used with multiple items.

2. Requesting Services for a product with an Extended Warranty

1. In the event of an apparent product failure during the period of an EW, the customer must contact Smartcom's Support Desk.
2. Customers must provide the serial number for the product requiring EW services, and the invoice date for that product. Smartcom may require the customer to send Smartcom a copy of the Tax Invoice for the product concerned.
3. The process for assessing and remedying a product during the period of an EW is the same as the standard warranty process.

3. Exclusions

1. In general, the same exclusions that apply to a standard warranty apply to an EW (e.g. Warranty is voided where a product has been subject to abnormal electrical or mechanical abuse, negligence or accident, as determined by Smartcom.

4. Variations

1. Smartcom reserves the right to provide an equivalent product when unable to provide an exact replacement.

5. Pricing and Review of Extended Warranties and EW Services

1. EW's are based on the price at the time of purchase, as published at the Smartcom Shop; www.smartcombusiness.com/shop; or the purchase price for non-online purchases. Any discounts applied to the sale of the product itself will not be passed on to the calculation of the cost of an Extended Warranty for that product.
2. Smartcom reserves the right to not renew a specific EW at the completion of a 12 month period, or to cease offering new EW contracts for a specific product at any time. Smartcom annually reviews EW pricing structures.

Advanced Replacement

As with most manufacturers and distributors of ICT and other technology equipment, the products that Smartcom supplies to its customers are supported with a standard 'Return To Base' warranty, of varying duration depending on the vendor and specific item.

As the term implies, if a piece of equipment fails, and Smartcom's Support Desk ascertains that there is a likely hardware fault, processes are followed to have that item returned to Smartcom. Our turn-round performance for repaired or replaced standard warranty jobs is excellent - but there are many situations where downtime must be kept to a minimum. For these situations, Smartcom offers two related services; **Extended Warranty (EW)** and **Advanced Replacement Contracts (ARC)**.

Neither of the above services are designed for use in relation to true mission critical systems, where systems are often active 24/7 and potential downtime must be avoided except in extreme situations, and system resuscitation must be measured in hours at the most. For these systems, Smartcom advocates the purchase of equipment for wheel-in or failover standby systems, and/or the use of specialist 24/7 system maintenance companies.

For other important network and communications systems

The purchase of a Smartcom, next business day ARC, perhaps complemented by an Smartcom Extended Warranty, may well provide just the right level of equipment protection for your network. An EW and ARC can be purchased with selected Smartcom products as determined by Smartcom.

Definition

Smartcom offers an Advanced Replacement Contract for use with the majority of our products. This service safeguards the customer in the unlikely event of a hardware failure, whereby in the event of a hardware failure, and it is reported to our Support Desk, Smartcom will ensure that an Advanced Replacement unit is delivered to the customer within the shortest possible time, ie; a comparable unit will be exchanged for the faulty unit without assessment of the fault. If no Advanced Replacement service has been purchased for a specific product, then Smartcom will deal with the reported faulty item as per the terms of our standard warranty.

How long does an ARC last?

An ARC lasts for one calendar year from the Invoice Date issued to you by Smartcom for products ordered.

Can I renew an ARC?

An ARC can be renewed in the month prior to the ARC's period ending.

How to calculate annual cost of an ARC?

The price of an ARC may vary from product to product. Prices can be found at the Smartcom Shop; www.smartcombusiness.com/shop, or from your Smartcom account manager.

When can I purchase an ARC?

Your first ARC is purchased at the same time as the product it is covering is purchased. In exceptional cases, an ARC can be purchased up to one calendar month after the shipping date of the product(s) concerned. Such requests are looked at on a case-by-case basis. Contact your Smartcom account manager with such requests.

How can I purchase an ARC?

Prices can be found at the Smartcom Shop; www.smartcombusiness.com/shop, or from your Smartcom account manager.

If Smartcom has agreed to issue an ARC in the 30 day period after you purchased your product(s), place a new order with Smartcom containing the following information:

1. Product Part Number(s) of the items you have purchased and are purchasing an ARC for (details from your Smartcom Invoice)
2. Product Serial Number(s) (details from your Smartcom Invoice)
3. Product Purchase Date (details from your Smartcom Invoice)

Confirmation of an ARC

Smartcom will issue a Tax Invoice for ARC upon payment, with full details of the ARC, including a listing of the products covered and the serial numbers of those products.

Renewal of an ARC

Smartcom will send yearly renewal notices, approximately one month before the expiry of the ARC.

ARC Terms and Conditions

1. Scope of Advanced Replacement Contract

1. An Advanced Replacement Contract is purchased for a specific product, based on that product's Serial Number. The contract is only valid for Advanced Replacement of the product that it was purchased for, as identified in the Smartcom Invoice issued to the customer when the order is accepted.
2. An Advanced Replacement Contract cannot be used with multiple items.

2. Requesting Advanced Replacement in the event of product failure

1. Product faults and requests for an Advance Replacement unit to be shipped, must be reported to Smartcom's Support Desk by 3pm AEST on a business day in order for the Advanced Replacement unit to be shipped that day.
2. Customers must provide the serial number for the product requiring Advance Replacement, and the invoice date for that product. Smartcom may require the customer to send a copy of the Tax Invoice for the product concerned
3. Customers requesting an Advance Replacement unit will be required to sign and return a document that is provided to them by the Smartcom; this signed form must be returned to Smartcom prior to Smartcom shipping the Advance Replacement unit. This form is used by Smartcom as a "proof of request" for Advanced Replacement

3. Shipping of Advanced Replacement Product

1. Advance Replacement services are available from Smartcom on business days only (Monday to Friday excluding National public holidays, and public holidays in the states of Queensland and Victoria)
2. Advance Replacement items are shipped by Smartcom to your nominated address. Items will be shipped with a freight courier of Smartcom's choice, on a 'next day' service wherever possible.
3. Smartcom's ability to ship Advance Replacement units is dependent on the services of the freight courier carrying the goods. In general, freight courier companies offer 'next day' services to Australian capital cities and nominated regional centres.
4. Smartcom will ensure the most appropriate freight service is used for 'next day' delivery wherever possible, but customers should note that if the destination address is not supported by a 'next day' service by a freight courier service, the Advance Replacement goods will have a longer transit time.
5. If Advance Replacement times are subject to events beyond our control after the goods have been shipped, Smartcom can make no guarantee of 'next day' delivery. In particular, Smartcom cannot take responsibility for delays incurred by courier companies. Any problems of this nature should be reported to Smartcom and we will take all steps we can to resolve delivery problems.

4. Life Span of Advanced Replacement Products

1. ARCs cannot be purchased for a product once it is discontinued or stated as 'End of Life' (EOL) by Smartcom.
2. Advanced Replacement contracts will only run for the length of the products warranty period. Once the warranty period has expired, Advanced Replacement contracts can no longer be purchased for that product.
3. If Extended Warranty contracts have been purchased for the product, an Advanced Replacement contract can then be extended to cover this extended warranty period.

5. Exclusions

1. A product or component of a product that has been subject to abnormal electrical or mechanical abuse, negligence or accident (as determined by Smartcom) is not covered by this Advanced Replacement

2. If a product is returned and is deemed to have failed due to one of the above listed reasons, then the customer will be required to either: return the advance replacement unit, purchase the advanced replacement unit, or return the Advance replacement unit and pay for repair of the original unit based on standard service department charges.

6. Customer Responsibilities

1. Customers are required to return a failed product and any power supplies that are used by the product, but retain all original Documentation, CD's, Cables and other accessory items supplied with the original product.
2. Smartcom will ship the Advanced Replacement unit in the original packaging or suitable replacement packaging without accessories as listed above.
3. All return transporting and insurance costs of the faulty product(s) to Smartcom shall be paid by the owner

7. Partial coverage of Advanced Replacement Product

1. If a specific product is of modular design, then Smartcom recommends that all components of the product are covered by individual Advanced Replacement contracts. If certain components within a modular product do not have an ARC service offered, then Smartcom will not supply those components in the event of an Advanced Replacement request

8. Variations

1. Smartcom reserves the right to provide an equivalent product when unable to provide an exact replacement

9. Pricing and Review of ARC and ARC Services

1. Advanced Replacements are based on the published price at the time of purchase at the Smartcom Shop; www.smartcombusiness.com/shop, or from your Smartcom account manager. Any discounts applied to the sale of the product itself will not be passed onto the Advanced Replacement service for that product - the cost of an ARC is based on the standard price of that product
2. Smartcom reserves the right to not renew a specific ARC at the completion of it's 12 month period, or to cease offering new ARCs for a specific product at any time. Smartcom annually reviews the ARC service pricing structures.

If you have any questions in relation to the content of this document, please contact us at:

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