

## The Warranty on New Products

1. Motium (Motium Pty Ltd ACN 099 456 381) provides a full twenty-four (24) month parts and labour warranty for all new Products sold by Motium, except where otherwise stated.
2. The Warranty Period for new Products commences on the date of invoice of the Product.
3. For the purposes of the warranty, the term “**Product**” refers to any goods sold by Motium except that in no circumstances does “the Product” include:-
  - (a) packing materials, manuals, power cords; or
  - (b) software, accessories or parts (such as memory module, solid state drive, expansion cards, mounting brackets, protective films, etc) added to the Product after the Product is supplied by Motium (“**excluded add-ons**”).

## The Warranty on Repaired or Exchanged Products

4. The warranty on repaired or exchanged Products is the later of:-
  - (a) Ninety (90) days after:-
    - (i) with respect to a replaced part, its installation in the Product; or
    - (ii) with respect to a Product, its supply by Motium; or
  - (b) the expiry date of the original warranty period.

## Warranty Coverage

6. The warranty covers any failure that occurs, during the applicable warranty period, due to defects in the Product or workmanship.
7. The warranty does not cover any damage that results from: negligence; improper handling; misuse; unauthorised or attempted repairs; accidents; natural disasters or electrical storms; power surges or spikes; modification in any way; incorrect operating environment; incorrect electrical supply or input voltage; overheating as a result of inadequate ventilation or an environment with high dust levels for non IP rated products.
8. Defaced, covered, damaged or missing serial number and bar-code labels and tamper labels void the warranty, at Motium’s discretion.

## Making a Warranty Claim

9. To make a claim under a warranty the Purchaser must return the product, at their expense, to Motium, following Motium’s Service and Repair process.
  - (a) Motium’s current Service and Repair process can be obtained from the Service & Repair section of Motium’s website ([www.motium.com](http://www.motium.com)).
  - (b) Prior to returning a Product to Motium:-
    - (i) all data should be backed up; and
    - (ii) any removeable media (such as microSD cards, USB thumb drives, SIM cards) should be removed (Motium is not liable for any loss resulting from lost removeable media);
  - (c) When sending the Product you must:-
    - (i) pack the Product appropriately to avoid any damage during shipping; and
    - (ii) arrange freight and shipping insurance for the Product.
10. The Product will not be accepted for a claim until all of the items required by Motium’s RMA process are received. If all of the items are not received within the warranty period, then the warranty will not apply and a claim cannot be made.

11. Motium does not accept any responsibility or liability for:-
  - (a) any damage or loss during the transit of the Product;
  - (b) any loss or damage resulting from any data or software being lost, corrupted, deleted, or altered during any claim assessment or repair work undertaken by Motium; or
  - (c) any loss or damage to any excluded add-ons.
12. Motium reserves its right to charge an inspection fee when a claim does not comply with the requirements of clause 9.
13. If a replacement Product is shipped to the Purchaser in advance and the warrantable Product is not returned within ten (10) working days of the receipt of the replacement Product, then the Purchaser will be billed for the replacement Product at Motium's then current standard price for the Product.

### Warranty Rights

14. For Products which are not DOA, Motium may in their discretion elect to:-
  - (a) repair the Product; or
  - (b) replace the Product with the closest equivalent item then being supplied; or
  - (c) refund the purchase price paid for that Product.
15. For Products that are assessed by Motium's service department to have been Dead On Arrival ("**DOA**"), Motium may at their discretion elect to:
  - (a) repair the Product; or
  - (b) replace the Product with the closest equivalent item then being supplied;whichever Motium considers will be most promptly completed.
16. For DOA Products, return shipping will be arranged at the expense of Motium. However, Motium will not accept excessive return freight charges for DOA Product(s) that have been unreasonably packed. All freight charges that Motium determines to be unreasonable will be billed to the Purchaser.
17. If the Product is deemed by Motium's service department to not be DOA, and the Product is covered by a warranty, all freight charges will be billed to the customer and all of the Warranty Terms and Conditions shall apply.

### Warranty Process

18. Evaluation of Product(s) returned for warranty claims will be scheduled according to the normal work flow of the servicing location, and where possible within five (5) working days of the date of receipt of the Product(s).
19. If Motium elects to repair the Product(s), the repairs will be scheduled according to the normal work flow of the servicing location, where possible within seven (7) working days of evaluation, and may depend on the availability of replacement parts.

### Products not subject to Warranty

20. The repair of Products outside of their Warranty period is covered by Motium's Terms and Conditions of Repair. This document can be obtained from the Product Support or Service & Repair section of Motium's website ([www.motium.com](http://www.motium.com)).

### Exclusion of All Other Warranties

21. Mandatory Australian Consumer Law Text: Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. The customer is entitled to a replacement or refund for major failure and compensation for any other reasonably foreseeable loss or damage. The customer is also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

22. To the extent permitted by law, Motium expressly excludes all other warranties whether express or implied.
23. Without limiting the generality of the foregoing, Motium expressly excludes any warranty that the Products are fit for any particular purpose.
24. Motium shall not be liable for any loss of profits, opportunities, savings, or other incidental or consequential damages arising from the use of the Product whatsoever or howsoever arising.
25. If notwithstanding the foregoing exclusions, Motium is held to be liable to you, then the maximum extent of Motium's liability shall be the purchase price of the Product.

### **Terms and Conditions**

26. These Warranty Terms and Conditions and Service and Repairs Process form part of Motium's agreement with you and should be read in conjunction with Motium's Terms and Conditions of Sale and Privacy Policy.
27. These Warranty Terms and Conditions may be updated by Motium from time to time. The warranty applying to a Product will be the version of these Warranty Terms and Conditions valid at the date of purchase of the Product.