

Standard Terms and Conditions for CommBox Sound Bar and Control Hub Kit

1. GENERAL TERMS AND CONDITIONS

1.1 *Supplier and Manufacturer* mean CommBox Pty Ltd ABN 43 158 381 705

1.2 *Purchaser* means the person or entity to whom a quotation or invoice is provided or to whom Goods are supplied

1.3 *Terms* refers to these Standard Terms and Conditions for CommBox Sound Bar and CommBox Control Hub Warranties

1.4 *Goods* refer to one or more of the following;

- CBSOUNDK – CommBox Sound Bar
- CBCONHUB9-K – CommBox Control Hub 9-K

1.5 In addition, *Goods* refers to products which are:

- manufactured by CommBox
- identifiable by a trademark owned by CommBox
- sold by an Authorised Reseller or Distributor of CommBox
- purchased in Australia or New Zealand; and
- non-inclusive of any hardware or which is packaged or sold with a CommBox Sound Bar and CommBox Control Hub

1.6 *Warranty* means a written guarantee against a product, issued by the Manufacturer to the Purchaser, committing to repair or replace the product within a specified period

1.7 A *Warranty Period or Term* refers to the period in which the Manufacturer guarantees a product

1.8 *Warranty Claim* means a Purchaser's request for repair or replacement of an item during its Warranty Period

1.9 *Base (as part of Back-to-Base Warranty)* refers to; CommBox Head Office – Unit 32/6 Jubilee Avenue, Warriewood NSW 2102

1.10 The *Australian Competition and Consumer Act (2010)* (including Australian Consumer Law) and the *New Zealand Consumer Guarantees Act (1993)* as well as, other laws in each jurisdiction imply certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of CommBox products. These cannot be modified nor excluded by any contract.

1.11 Through placing a purchase order or by accepting a quote from the Supplier for a CommBox Sound Bar and CommBox Control Hub, the Purchaser is accepting all Terms outlined in this document.

1.12 CommBox Pty Ltd warrants that your CommBox Sound Bar and CommBox Control Hub is of acceptable quality and does not have any latent defect.

1.13 Warranty gives you additional protection for CommBox Sound Bar and CommBox Control Hub and identifies a preferred approach to resolving warranty claims which will be quicker and simpler for all parties, subject to the exclusions, terms and conditions identified.

1.14 CommBox Sound Bars and CommBox Control Hubs are supplied with a two (2)-year back-to-base warranty.

1.15 Warranties commence on the Suppliers invoice date to the Purchaser for the Goods

1.16 Except where an international Warranty has been approved in writing by CommBox, warranty service will only be provided in the specific country where the CommBox product was originally purchased.

2. WARRANTY CLAIM

2.1 If the Purchaser considers that the Goods purchased are not of acceptable quality, have a latent defect or are otherwise non-compliant with the conditions and legal rights given

to a Purchaser under Australian or New Zealand Law, for example if the Goods appear faulty or are DOA (dead-on-arrival), the Purchaser can make a claim under Warranty.

2.2 Any request for Warranty Claim must be made directly to CommBox Pty Ltd by:

- (a) Telephone: +61 2 9975 6001; or through
- (b) Logging a Case: <http://commbox.com.au/support/>

2.3 In either instance under Term 2.2, the Purchaser must be able to provide the Supplier with proof of purchase. The Warranty Claim is not valid until such documentation is provided and validated by CommBox.

2.4 Any DOA (dead-on-arrival) Claim must be made within 14 days from proof of delivery

2.5 Once a Warranty Claim is validated, CommBox Support will engage the Purchaser within two (2) business days

2.6 In every case, CommBox will endeavour to diagnose and remedy any issue via over-the-phone and remote access troubleshooting. It is the responsibility of the Purchaser to aid CommBox Support in diagnosing and remedying any issue

2.7 No Goods under a Warranty Claim are to be returned to Base and no CommBox Support personnel will attend Site without the Term 2.6 having occurred

2.8 No Warranty Claim will be accepted by CommBox outside the Warranty Period

3. BACK-TO-BASE WARRANTY

3.1 CommBox Sound Bars and CommBox Control Hubs are supplied with a standard two (2)-year Back-to-Base Warranty. Meaning, if the Purchaser makes a successful Warranty Claim during the Warranty Period they must return the Goods in their original packaging to Base **at their own expense** for repair or replacement.

3.2 Once Goods are returned to Base, CommBox will assess and qualify the Goods for replacement or repair under Warranty

3.3 If the Warranty Claim is deemed to be a manufacturing fault, the Goods will be repaired, replaced or refunded, at the discretion of the Supplier, and returned to the Purchaser at nil charge

3.4 If the Warranty Claim is ascertained to be a result of any of the succeeding exclusions, outlined in section five (5) of these Terms, the Purchaser will be issued a quote for service labour, repairs or replacement Goods, as well as return freight

3.5 If CommBox repairs the Goods with a replacement part or provides the Purchaser with replacement Goods, or a refund, the Purchaser immediately transfers ownership of any residual parts or original CommBox Goods to CommBox

4. WARRANTY EXCLUSIONS

4.1 For the avoidance of any doubt, all warranties or conditions which are not guaranteed under the *Australian Competition and Consumer Act*, the *Australian Competition and Consumer Regulations 2010*, or the *New Zealand Consumer Guarantees Act* (as applicable) and which are not expressly included in these Terms as additional warranties or conditions are excluded.

4.2 CommBox is only liable for a claim under Warranty if the CommBox Sound Bar and CommBox Control Hub has been installed and used in accordance with the manufacturer's recommendations (as noted in their relevant User Manual available under 'Downloads' in the Interactive section of the CommBox website)

4.3 CommBox is not liable for a claim under Warranty where damage, malfunction or failure was the result of normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation.

4.4 CommBox is not liable for a claim under Warranty where damage is caused by:

- (a) Misuse or abuse of the CommBox Sound Bar and CommBox Control Hub;
- (b) Incorrect operation (not following the User Manual);
- (c) Incorrect installation;
- (d) Installation of screens above the recommended load



- (e) Incorrect maintenance or failure to maintain;
- (f) Incorrect voltage or non-authorised electrical connections;
- (g) Adverse external conditions such as power surges and dips or thunderstorm activity
- (h) Exposure to excessive heat, moisture or dampness;
- (i) Exposure to abnormally corrosive conditions
- (j) Use of non-authorised/non-standard, defective or incompatible parts or equipment;
- (k) Tampering, repair or modification carried out on the CommBox Sound Bar and CommBox Control Hub other than by an authorised CommBox technician

4.5 Warranty does not apply for the repair or replacement of any accessory (including any consumable) supplied with the CommBox Sound Bar and CommBox Control Hub. These accessories, if CommBox products, may be the subject of their own warranties.

4.6 CommBox does not warrant any Goods outside mainland Australia and New Zealand, including islands.