

Limited Product Warranty



Our goods come with guarantees that cannot be excluded under 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.

1. Warranty

Pivotel New Zealand Limited ("Pivotel") provides customers ("You") with a 12 month limited Warranty from the date of first purchase on the operational performance of new car-kits and phones ("Equipment") and a 6 calendar month limited Warranty from the date of first customer purchase on other new phone accessories ("Accessories") or refurbished car-kits and phones to the manufacturer's original design specification (together the "Products").

To ensure the satisfaction with the sale of its Products, Pivotel has operationally verified the performance of all new and refurbished Products through its local Quality Assurance Process.

All Warranty information, Product features and specifications are subject to change without notice.

You will need to retain the original proof of purchase and present it to Pivotel at the time of claiming a warranty service for any Equipment or Products purchased from Pivotel.

2. DOA - Dead on Arrival

New and refurbished Pivotel Products can only be classed as dead on arrival ("DOA") if the failure has occurred at Point of Sale. Point of Sale is when You are first being shown how to use the Product in a Pivotel authorised dealer premises, and prior to You leaving the dealer premises.

If You return a Product to a Pivotel authorised dealer after the day of sale, it will be deemed a Warranty service and cannot be replaced as a DOA Product. Pivotel itself inspects and tests all Pivotel Products prior to delivery to a Pivotel authorised dealer or customer.

3. Warranty Terms and Conditions

Pivotel warrants that this Pivotel Product is free from defects in material and workmanship, according to the following terms and conditions ("Warranty"):

- a) The limited Warranty extends only to the original consumer purchaser ("Customer") of the Product and is not assignable or transferable to any subsequent purchaser/end user.
- b) The Limited Warranty extends only to Customers who purchase the Product in Australia.

During the Warranty period, Pivotel or its authorised service network will repair or replace, at Pivotel's sole discretion, any defective Product or parts thereof with new or factory rebuilt replacement items, and return the Product to You or the Pivotel authorised dealer in working condition. You will not be charged for either parts or labour in repairing or replacing the Product.

All replaced parts, boards or equipment shall become property of Pivotel. The external housing and cosmetic parts shall be free of defects at the time of shipment and, therefore, shall not be covered under these limited Warranty terms.

3. Warranty Terms and Conditions (Continues)

In the case of repairs to Products undertaken by Pivotel or its authorised service network, Pivotel shall offer a further 3 calendar month limited repair parts and service Warranty for the specific repair service performed only, such limited repair parts and service Warranty period to commence on and from the date the Product was repaired.

Any implied warranty of merchantability or fitness for a particular purpose or use, shall be limited to the duration of this limited consumer Product Warranty. Otherwise, to the greatest extent possible by law this limited Warranty is the Your sole and exclusive remedy and is in lieu of all other warranties, express or implied. Pivotel shall not be liable for incidental or consequential damages, loss of anticipated benefits or profits, loss or impairment of privacy of conversations, losses due to work stoppages, or loss or impairment of data arising out of Your use of, or inability to use the Product. The benefits conferred on You by this limited Warranty are in addition to all other rights and remedies under any applicable mandatory legislation as may be in force from time to time.

Pivotel neither assumes nor authorises any Pivotel authorised dealer or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited Warranty.

4. Costs Borne By You

Transportation, delivery and handling charges incurred in the transport of the Product to and from Pivotel authorised dealers shall be borne by You. For the sake of clarity, You shall bear the full costs of any de-installation or re-installation of Equipment or Accessories. Pivotel shall bear the costs of transportation, delivery and handling between the Pivotel Service Centre and the Pivotel authorised dealer.

5. Warranty Limitations

The limited Warranty will be invalid, and You shall have no coverage or benefits under this limited Warranty if any of the following conditions apply:

- a) The Product has been subject to: abnormal use, abnormal condition, improper storage, exposure to moisture or dampness, exposure to excessive dust, exposure to extremes of temperature or other such environmental conditions, unauthorised modifications, unauthorised connections, unauthorised repair including but not limited to use of unauthorised spare parts in repairs, misuse, neglect, abuse, accident, alteration, improper installation, corrosion, Acts of God, spill of foods or liquids, maladjustment of customer controls or other acts which are beyond of reasonable control of Pivotel, including deficiencies in consumable parts such as fuses and breakage or damage to antennas, unless caused directly by defects in materials or workmanship, and normal wear and tear of the Product.
- b) You did not notify Pivotel of the alleged defect or malfunction of the Product during the applicable limited Warranty period.
- c) The Product serial number or the accessory date code has been removed, defaced or altered or other tamper proof seals on the Products have been broken.
- d) The Product was used with or connected to an accessory not supplied by Pivotel, not fit for use with Pivotel Products, or used in other than its intended use.
- e) The battery was short circuited, or seals of the battery enclosure or cells are broken or show evidence of tampering, or the battery was used in equipment other that for which is has been specified.