

Warranty - Terms and Conditions

The warranty is granted on the following conditions:

1. This warranty extends to the original purchaser (you) and is not transferable;
2. This warranty shall not apply to software programs, batteries power supplies, cables or other accessories supplied in or with the product;
3. The customer complies with all of the terms of any relevant agreement with Netcomm(NZ) Modems Limited and any other reasonable requirements of Netcomm(NZ) Modems Limited including producing such evidence of purchase as Netcomm(NZ) Modems Limited may require;
4. The cost of transporting your product to and from Netcomm(NZ) Modems Limited nominated premises is your responsibility; and,
5. Netcomm(NZ) Modems Limited does not have any liability or responsibility under this warranty where any cost, loss, injury or damage of any kind, whether direct, indirect, consequential, incidental or otherwise arises out of events beyond Netcomm(NZ) Modems Limited reasonable control. This includes but is not limited to: acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, electricity outages, lightning, power surges, or shortages of materials or labour.

The warranty is automatically voided if:

1. You, or someone else uses the product, or attempts to use it, other than as specified by Netcomm(NZ) Modems Limited;
2. The fault or defect in your product is the result of a voltage surge subjected to the modem either by power supply or communication line, whether caused by thunderstorm activity or any other cause(s);
3. The fault is the result of accidental damage or damage in transit, including but not limited to liquid spillage;
4. Your modem has been used for any other purposes than that for which it is sold, or in any way other than in strict accordance with the user manual supplied;
5. Your modem has been repaired or modified or attempted to be repaired or modified, other than by a qualified person at a service centre authorised by Netcomm(NZ) Modems Limited, or
6. The serial number has been defaced or altered in any way or if the serial number plate has been removed.

Limitations of Warranty

The Fair Trading Act 1986 and corresponding State and Territory Fair Trading Acts or legislation of another Government ("the relevant acts") in certain circumstances imply mandatory conditions and warranties which cannot be excluded. This warranty is in addition to and not in replacement for such conditions and warranties. To the extent permitted by the Relevant Acts, in relation to your product and any other materials provided with the product ("the Goods") the liability of Netcomm(NZ) Modems Limited under the Relevant Acts is limited to, at the option of Netcomm(NZ) Modems Limited to:

- Replacement of the Goods; or
- Repair of the Goods; or
- Payment of the cost of replacing the Goods' or
- Payment of the cost of having the Goods repaired.