

WARRANTY COVER AND CONDITIONS

This is a limited 12-month warranty please read carefully. This limited warranty gives you specific rights. You may also have other legal rights that vary from state to state within Australia. Where Product is sold by the reseller ("System Supplier") as principal, the System Supplier has no authority from M2 Technology Pty Ltd (the "Company") to give any additional warranty or guarantee on the Company's behalf except as contained or referred to in this document. All items carry warranty activated at time of invoice/lease notification to the invoiced Vendee ("End user"). The repair or replacement of an M2 Technology product or parts will assume the remaining warranty coverage of the product. This warranty is a return to base warranty only.

It is the End User's responsibility to ensure that the hardware is connected to a UPS or similar in areas where power failures are common. Damage caused by power failure to system or peripherals is excluded from this warranty. This warranty is void if an incorrect power supply is attached to the unit that does not comply with the product specifications. The Company will not cover under warranty any item that has been connected to a power supply other than that supplied, mishandled, returned inadequately packed and/or otherwise interfered with by unauthorised personnel. The removal of any serial numbers will void warranty. Manufacturer's charges related to voided time delays, handling warranty items shall be borne by the Vendee. The Company will not repair under warranty, damage caused by operation outside of designed working and storage environments, power surges, fluctuations and interference, and external peripheral devices. The Company accepts no additional liability pursuant to this warranty for the costs or travelling, insurance or transportation of the Product or parts to and from the service agent or reseller (system supplier). These costs are not included in this warranty. This warranty does not cover hardware that has been installed by person(s) that are not registered M2 Technology Pty Ltd dealer(s)/installer(s).

Equipment Covered: M2 Technology Architecture ONLY - this warranty does not cover software or peripheral devices (eg. power supplies/cables) and does not include memory storage facility (eg. memory cards) after three months.

Operating Environment: The hardware should be operating in a relatively clean dust free environment to ensure optimum performance, as dust, grime and moisture can contribute to breakdowns that may not be covered under this warranty.

Geographical Coverage: Australian accredited distributors within the States and Territories of mainland Australia and New Zealand and for overseas distributors within their assigned territories

Warranty Response: Your system supplier should be responsible for return of hardware. Proof of purchase will be required. Contact M2 Technology Pty Ltd Monday to Friday (excluding Public Holidays) between the hours of 8am to 5pm. (EST). An Assessment Coordinator will assist with the problem and if required will arrange for an Authorised Repair Depot to receive the system, usually within 8 working hours from initial call. It is your System Supplier's responsibility to deliver the hardware to the nearest receiving depot. In the case of out of warranty power supply, contact M2 Technology Pty Ltd to confirm specifications for purchase at any electrical retail outlet.

Programming: Please note that the warranty cover extends to M2 Technology Architecture - HARDWARE ONLY. System programming and message production changes are covered by customer Voice Service or Remote Service Agreements.

Unauthorised Persons: No unauthorised person should endeavour to repair or modify the system. For all modifications or upgrades please contact your system supplier to ensure that your warranty, remains intact. All requests for warranty assistance are to be directed to M2 Technology Pty Ltd by your system supplier. Failure to do so will void the warranty.

Non Warranty Works: Should M2 Technology Pty Ltd be called upon under the warranty and the fault found to be not hardware fault related, you will be invoiced for the cost associated with such works.

SUMMARY OF WARRANTY EXCLUSIONS

We shall not be liable under this warranty for:

1. Loss or damage caused by fire, explosion, direct lightening, power surge and the like, storm, tempest, flood water, damage, rainwater, earthquake, accident, impact, aircraft, burglary, theft or attempts thereof, malicious damage.
2. Loss of use of your equipment or other consequential loss, damage or consequential liability of any description.
3. Peripheral devices such as power supplies, cables or memory cards are not covered beyond initial three month term.
4. Damage or liability arising out of a wilful act or your wilful negligence.
5. Damage caused by the fair wear and tear, accidental and malicious damage or misuse, or attachment of unauthorised additional components is excluded from the warranty.
6. Gradual deterioration, including corrosion, or other ongoing effects caused by environmental conditions.
7. Loss or damage caused by interference by another party and / or attempted remote alterations by electronic means.
8. Installation of hardware by an un-registered M2 Technology Pty Ltd installer/dealer.

WARRANTY DISCLAIMER AND LIMITATIONS

THIS WARRANTY STATEMENT FOR THE PRODUCT AND THE SOFTWARE IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF M2 TECHNOLOGY PTY LTD, ITS SUPPLIERS OR ITS AUTHORISED SUB-CONTRACTORS. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. M2 TECHNOLOGY PTY LTD WARRANTS THAT THE HARDWARE PRODUCT, PURCHASED FROM M2 TECHNOLOGY PTY LTD OR FROM AN AUTHORIZED RESELLER BY THE ORIGINAL PURCHASER, IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER IF THAT REMEDY FAILS OF ITS ESSENTIAL PURPOSE, M2 TECHNOLOGY PTY LTD RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT TO THE PURCHASER IN EXCHANGE FOR THE RETURN OF THE PRODUCT. NO REFUNDS WILL BE GIVEN SHOULD THE PURCHASER CHANGE THEIR MIND OR IS UNABLE TO UTILIZE THE HARDWARE DUE TO MAKING AN INCORRECT CHOICE OF KSU/PABX TELEPHONE SYSTEM THAT IS INCOMPATIBLE WITH THE HARDWARE. AT IT'S DISCRETION AND IN GOOD FAITH M2 TECHNOLOGY PTY LTD MAY IN CERTAIN CIRCUMSTANCES OFFER A CREDIT OR EXCHANGE ON OTHER PRODUCTS AND SERVICES. M2 TECHNOLOGY PTY LTD, ITS SUPPLIERS AND ITS AUTHORISED SUB CONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING PERSONAL INJURY), CONTRACT, OR INDEMNITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW.