

PRODUCT WARRANTY

This warranty is given by MPERS International Pty Ltd trading as Survivor Watch (ABN 38 624 308 694) of Level 6, 91 Phillip St. Parramatta. NSW 2150 (“SW”, “We” or “Our”), to you (“You” or “Your”) in respect of products sold to You by SW (“SW Products”).

The benefits under this warranty are in addition to other rights and remedies You may have in relation to SW Products available at law. Our goods come with guarantees that cannot be excluded under the Australian 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.

Warranty period

SW warrants the following SW Products against defects in materials and workmanship for the respective warranty periods, commencing from the date of purchase:

- SW Survivor Watch: 12 months (“Warranty Period”).

You may extend the Warranty Period for an additional 12 months for a total cost of \$120 incl GST.

How to make a claim

You must notify SW promptly and in writing of a claim under this warranty. Written notices can be sent by post to: Attention Survivor Watch Claims Department level 6, 91 Phillip St. Parramatta. NSW 2150 or by email to info@survivorwatch.com.au

You must have proof of purchase of the SW Product to make a claim under this warranty.

Following receipt of a claim under this warranty, SW will confirm whether SW Product must be returned to SW for inspection. SW will bear the cost of delivery of the 3G Product, and will send You a pre-paid postage label for return of the SW Product. Alternatively, SW may arrange for a courier to pick up the SW Product during business hours (between 9am and 5pm, Monday to Friday) for delivery to SW. The SW Product must be returned, with proof of purchase and your contact details (including contact email address), to: Survivor Watch Claims Department level 6, 91 Phillip St. Parramatta. NSW 2150.

Once the SW Product has been delivered to SW, SW will email You to confirm that the SW Product has been received. SW aims to inform You of its assessment of your warranty claim within 30 days. If SW finds on examination that the SW Product is defective in materials and workmanship and is within the Warranty Period, then SW will repair or replace the SW Product free of charge. You are responsible for backing up all data on a SW Product that is being repaired or replaced, and acknowledge that repair of a SW Product may result in the loss of data.

SW will bear the cost of return delivery of the repaired 3G Product, or replacement product, to You. The Warranty Period is not renewed or extended as a result of this repair or replacement.

Exclusions

This warranty does not apply:

- to consumable parts of SW Products (such as batteries), unless failure has occurred due to a defect in materials or workmanship;

- to cosmetic damage to SW Products, including scratches and dents;
- if the SW Product has been repaired or modified by a third party without SW's consent;
- to damage caused by accident, or abuse and misuse of the SW Product or another external cause outside of SW's control;
- if you have damaged the seal and have opened the SW Product case and/or tampered with the SIM card; or
- to defects caused by normal wear and tear, or normal ageing of the SW Product.
- if you swim or shower more than 30 minutes with the SW Product

General

This warranty gives specific legal rights. You may have other rights depending on the jurisdiction in which You purchased the SW Product, or where You are located. You can contact SW by calling 02 9891 0018 between 9am and 5pm EST Monday to Friday, or by sending an email to info@survivorwatch.com.au