

## Warranty Policy

### Limited Warranty:

Subject to the terms and conditions set forth herein, ENDY AUSTRALIA (“ENDY”) provides this Limited Warranty for its product only to the person or entity that originally purchased the product from:

- ENDY or its authorized reseller and, products purchased and delivered within Australia

**ENDY warrants the EnGenius products to be free from defects in workmanship and materials, under normal use and service, from the date of original purchase of the product from ENDY or its Authorised Resellers in Australia, for a period of one (1) year set forth herein.**

ENDY’s sole obligation shall be to repair or replace the defective product during the Warranty Period at no charge to the original owner or to refund at ENDY’s sole discretion. The replacement product need not be new or have an identical make, model or part. ENDY may in its sole discretion replace the defective product (or any part thereof) with any reconditioned product that ENDY reasonably determines is substantially equivalent (or superior) in all material respects to the defective product. Repaired or replacement product will be warranted for the remainder of the original Warranty Period from the date of original retail purchase. If a material defect is incapable of correction, or if ENDY determines in its sole discretion that it is not practical to repair or replace the defective product, the price paid by the original purchaser for the defective product will be refunded by ENDY upon return to ENDY of the defective product. All product (or part thereof) that is replaced by ENDY, or for which the purchase price is refunded, shall become the property of ENDY upon replacement or refund.

### Return Policy:

The customer shall return the product to ENDY based on ENDY’s return policy as outlined below (provided the product is within warranty):

- The customer must complete ENDY’s RA Form with a written description of the product defect in sufficient detail submitted with the product to allow ENDY to confirm the same.
- The customer must obtain a Return Authorization (“RA”) number from the ENDY’s technician, and if requested provide proof of purchase of the product (such as a copy of the dated purchase invoice for the product) before the warranty service is provided.
- After an RA number is issued, the defective product must be packaged securely in the original or other suitable shipping package to ensure that it will not be damaged in transit, and the RA number must be prominently marked on the outside of the package. Do not include any manuals or accessories in the shipping package. ENDY will only replace the defective portion of the Product and will not ship back any accessories.
- The customer is responsible for all in-bound shipping charges to ENDY. No Cash on Delivery (“COD”) is allowed. Products sent COD will either be rejected by ENDY or become the property of ENDY. Products shall be fully insured by the customer and shipped to **ENDY AUSTRALIA, Unit 1/14 Wellington Street, Acacia Ridge, Brisbane, QLD 4110**. ENDY will not be held responsible for any packages that are lost in transit to ENDY. The repaired or replaced packages will be shipped to the customer via Australia Post or any common carrier selected by ENDY, with shipping charges prepaid. Expedited shipping is available if shipping charges are prepaid by the customer and upon request.

ENDY may reject or return any product that is not packaged and shipped in strict compliance with the foregoing requirements, or for which an RA number is not visible from the outside of the package. The customer agrees to pay ENDY’s reasonable handling and return shipping charges for any product that is not packaged and shipped in accordance with the foregoing requirements, or that is determined by ENDY not to be defective or non-conforming.

**What Is Not Covered:**

This limited warranty provided by ENDY does not cover: Products, if in ENDY's judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the product for repair, and shipping costs; Operational adjustments covered in the operating manual for the product, and normal maintenance; Damage that occurs in shipment, due to act of God, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other products or services provided by anyone other than ENDY; Software programs, batteries, cables or other accessories supplied in or with the products; Products that have been purchased from inventory clearance or liquidation sales or other sales in which ENDY, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product. Repair by anyone other than ENDY will void this Warranty.

**Limitation of Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENDY IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH D-LINK'S PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO ENDY FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF ENDY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT. THE MAXIMUM LIABILITY OF ENDY UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

**Governing Law:** This Limited Warranty shall be governed by the laws of the State of New South Wales, Australia.

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