

## **WARRANTY TERMS & CONDITIONS**

### **WARRANTY**

Your EziTrak<sup>®</sup> is warranted for a period of 12 months against defects in material and workmanship affecting normal use EFFECTIVE FROM DATE OF PURCHASE.

Please complete the warranty card to secure your warranty guarantee and kindly retain your purchase receipt as proof of purchase, which must be presented if making a claim under the terms of this warranty.

This warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorised by Rojone, usage and/or storage and/or installation not in accordance with product instructions, failure to perform required preventative maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence or any attempt by any person other than Rojone personnel or any person authorised by Rojone to adjust, repair or support the product and problems caused by use of parts and components not supplied by Rojone.

The benefits under our warranty are in addition to other rights and remedies of the purchaser under a law in relation to our goods to which the warranty relates.

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 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.

Subject to the above, under the warranty during the twelve (12) month period beginning on the date of purchase, Rojone will repair or replace products returned to Rojone's facility. Rojone will return the repaired or replaced products to the purchaser freight pre-paid. At Rojone's sole discretion, Rojone may pay the purchaser the cost of replacing the products or the cost of having the products repaired.

Rojone does not give any warranty that products purchased under a contract other than a consumer contract are fit for any particular purpose.

The Rojone warranty is given in place of all excludable warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are excluded to the fullest extent permitted by law.

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## **LIMITATION OF LIABILITY, DISCLAIMERS AND PRIVACY ISSUES**

ROJONE WARRANTS THAT IT HAS USED ITS BEST ENDEAVOURS TO MANUFACTURE A PRODUCT FOR THE PURPOSE FOR WHICH IT IS INTENDED USING ITS KNOWLEDGE, KNOW HOW, EXPERTISE AND SKILL.

ROJONE RESERVES THE RIGHT TO MAKE DESIGN CHANGES TO ANY ROJONE PRODUCT WITHOUT ANY INCURRING ANY OBLIGATION TO MAKE THE SAME CHANGES TO PREVIOUSLY PURCHASED UNITS.

HOWEVER, ROJONE ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY ACTIONS ON THE PART OF THE PURCHASER OR USER WHICH MAY RENDER THE EQUIPMENT INOPERATIVE DUE TO ANY FAILURE ON THE PART OF THE PURCHASER OR USER TO COMPLY WITH THE "USER'S MANUAL" AND STRICTLY IN ACCORDANCE WITH THE DIRECTIONS AND GUIDELINES NOTED THEREIN.

FURTHER, ROJONE ACCEPTS NO RESPONSIBILITY FOR ANY CONSEQUENTIAL EFFECTS OR BREACHES RESULTING FROM THE PURCHASER OR USER'S FAILURE TO USE THE EQUIPMENT FOR THE PURPOSE FOR WHICH IT IS INTENDED INCLUDING ANY BREACHES OF THE COMMON LAW AND ANY AND ALL LEGISLATION DEALING WITH PRIVACY AND SURVEILLANCE OF PERSONS INCLUDING EMPLOYEES AS IN EXISTENCE OR AMENDED FROM TIME TO TIME.

IN ADDITION, ROJONE DISCLOSES THAT THE IMPROPER USE OF THE EQUIPMENT MAY CONTRAVENE PARTS OF THE LEGISLATION REFERRED TO IN THE PREVIOUS PARAGRAPH. ACCORDINGLY, ROJONE ACCEPTS ABSOLUTELY NO RESPONSIBILITY FOR USAGE WHICH MAY FALL OUTSIDE OF THE SCOPE OF THE PROPER INTENDED PURPOSE OF THE EQUIPMENT.

ROJONE ALSO DISCLOSES THAT THE IMMOBILIZATION CAPACITY OF THE EQUIPMENT MAY RESULT IN DAMAGE, HARM AND OR PERSONAL INJURY TO THE DRIVER OF THE VEHICLE AND ITS PASSENGERS PARTICULARLY WHERE THE IMMOBILIZATION OCCURS AT A SIGNIFICANT SPEED. ROJONE ACCEPTS NO LIABILITY OR RESPONSIBILITY FOR ANY RESULTING DAMAGE, HARM OR PERSONAL INJURY CAUSED OR SUSTAINED BY PERSONS IN SUCH CIRCUMSTANCES.

PURCHASERS OF THE EQUIPMENT ARE CAUTIONED TO USE THE EQUIPMENT EXERCISING DILIGENCE AND CARE AT ALL TIMES. ROJONE ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE PURCHASER OR USER'S DUTY OF CARE RESULTING FROM ANY IMPROPER OR UNAUTHORISED OR WRONGFUL USE OF THE EQUIPMENT.

ROJONE ACCEPTS NO RESPONSIBILITY FOR ANY DAMAGES (INCLUDING DIRECT OR CONSEQUENTIAL INJURY, LOSS OR DAMAGE, OR ANY PECUNIARY LOSS (EITHER IN CONTRACT OR IN TORT)) INCURRED THROUGH THE USE, OR THE INABILITY TO USE, OR THE IMPROPER USE OF ROJONE'S PRODUCTS AND THE PURCHASER'S RIGHTS ARE EXPRESSLY LIMITED TO THOSE SET OUT IN ROJONE'S TERMS AND CONDITIONS OF PURCHASE.

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