

## **Warranties, Repairs and Refunds**

Warranties and Repairs – Equipment provided by Nextalk

### **1. Warranty**

#### **(a) Who provides this Warranty?**

This warranty is provided by Nextalk

#### **(b) What does my Warranty cover?**

You are entitled to a warranty at law that the goods, amongst other

(i) are of acceptable quality (measured with reference to a reasonable consumer fully acquainted with the state and condition of the goods); and

(ii) are reasonably fit for a purpose that you make known to us (except if you did not rely on, or you unreasonably relied on, our skill or judgement).

Not all loss or damage is considered as a failure of 'acceptable quality' or 'fitness for purpose'. Typically, loss or damage that arises from physical force, mishandling by you or exposure to liquids is not covered.

This warranty cannot be excluded. In addition to the warranty above, your goods may be covered by the manufacturer's warranty.

#### **(c) Duration of Warranty**

You are entitled to a warranty period of reasonable duration from the date of your purchase goods from us.

#### **(d) How to make a Warranty Claim?**

Contact our Customer Service Team on 1300 788 029 and we will advise you in respect of the next steps.

#### **(e) Who bears the Cost of the Warranty Claim?**

You are required to pay for postage costs associated with returning the goods to us.

#### **(f) What are my other rights?**

The benefits of this warranty are in addition to your other rights and remedies under any law in relation to the goods to which this warranty relates.

Please note that 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 your goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### **2. Repairs**

If we accept your claim and arrange for the repair of your goods:

(a) If your goods are capable of retaining user generated data (for example, stored messages and emails, phone numbers, ringtones, software, applications etc), the repair of the goods may result in the loss of data.

(b) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.