

## **Our Customer Relationship Agreement WARRANTY INFORMATION STATEMENT**

**iiNet Limited** ACN 068 628 937

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**TransACT Capital Communications Pty Limited** ACN 093 966 888

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1/502 Hay Street, Subiaco WA 6008

**9<sup>th</sup> September 2021**

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Rules of interpretation and capitalised terms used in this Warranty Information Statement are defined in the General Terms or the relevant Service Description of our CRA.

### **1. HOW TO CLAIM UNDER THE WARRANTY AND YOUR RIGHTS**

- 1.1 In order to claim under the warranty, you must contact us by phone or email to advise us that you wish to make a claim and answer any questions we have. Our contact details are listed at the top of this page. You should use the contact details applicable to the iiNet Entity that provides your Service to you (the iiNet Entity named in your Application). We will assess whether you are eligible to claim under the warranty and determine, at our option and in accordance with any specific terms that apply to the relevant equipment, whether to repair or replace your equipment, or provide a credit.
- 1.2 If we determine that your equipment needs to be returned, you will be sent replacement equipment and a return freight bag in which to return the faulty equipment.
- 1.3 If the faulty equipment is not returned to us, with all cables, accessories, and components, within 21 days of you receiving the replacement equipment and return freight bag, you will be charged the full price for the purchase of the equipment that we sent to you, plus any shipping costs relating to the prepaid satchel that was sent to you. You will also still be charged for the original equipment if the original equipment has not yet been paid for, or if there is a Modem Non-return fee associated with the equipment, that Modem Non-return fee.

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- 1.4 The warranty does not apply to faults caused by any of the following (**Non Covered Events**):
- (a) any equipment not supplied by us;
  - (b) any interference with or modification to the equipment or a failure to use it in accordance with instructions; or
  - (c) damage caused by you or someone who has used the equipment (for example misuse or exposure to liquid or excessive heat); or
  - (d) an external event (for example a fire or flood).
- 1.5 If on inspection of the returned equipment we determine that the fault was caused by a Non Covered Event, you will be charged for the original equipment or any applicable Modem Non-return fee (or if the original equipment has already been paid for, you will not be entitled to a refund) and the replacement equipment, unless:
- (a) you have not used the replacement equipment; and
  - (b) you return it to us in its unopened packaging,
- in which case, you will not be charged for the replacement equipment.
- 1.6 The repair or replacement of equipment may result in loss of data (such as loss of telephone numbers stored on your handset).
- 1.7 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. If your equipment is replaced with refurbished equipment, the warranty applies in relation to that refurbished equipment from the remainder of the original Warranty Period or thirty days, whichever is longer.
- 1.8 Clauses 1.3 to 1.7 above do not apply to:
- (a) the equipment provided in conjunction with the IPTV Service as described in clause 3 below.
- 1.9 Some Warranty Periods as described in clause 2 below do not apply to TransACT customers.
- 1.10 The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
- 1.11 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.
- 1.12 This warranty is given by the iiNet Entity named in your Application. You can contact us by phone or email if you have any questions regarding this warranty. Our contact details are listed at the top of this document.

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### 2. WARRANTY PERIODS

2.1 You must notify us of the fault with your equipment within the applicable Warranty Period (beginning from the date you purchased the equipment or from the date your underlying service was activated) as follows:

Equipment	Warranty Period
Cable Modems (Kaon CG2200)*	24 months
Technicolor TG789vac (V3)	24 months
TP-Link VR1600v	24 months
TP-Link VX420-G2H and VX420-G2V	24 months
Huawei HG532d	12 months. Further warranties may be available directly from the manufacturer.
Siemens Gigaset™ Handsets	12 months

\* Does not apply to TransACT customers.

### 3. IPTV FAULTS AND EXCHANGE

We have a separate, stand-alone, warranty statement for our IPTV product. You can find the IPTV warranty statement here <https://www.iinet.net.au/about/legal/cra/>