

Warranty Terms and Conditions

Australia

**signosRT**

STANDARD WARRANTY TERMS AND CONDITIONS

Signostics warrants the Signos RT Handheld Ultrasound against defects in materials and workmanship under normal use conditions for a period of one year from the date of purchase, on the terms and conditions set out in this document. A different warranty period may apply to certain accompanying accessories/peripherals, as set out below.

The benefits to you given by this warranty are in addition to other rights and remedies you may have under any applicable law in Australia in relation to the Signos RT Handheld Ultrasound and accompanying accessories/peripherals, including the Australian Consumer Law and its State/Territory equivalents.

If you need to claim against this warranty, please contact us directly. Our contact details are at the foot of this page. We will arrange for the return of the product to us, and shipping of the replacement or repaired product to you, at our expense.

If a manufacturing fault or hardware defect occurs within 30 days of original purchase, we will exchange the product with a new product, as elected by us in our discretion.

If a manufacturing fault or hardware defect occurs, after 30 days of the original purchase but within one year, we will, at our option, repair or replace the product. Any replacement product we provide to you will be functionally equivalent to, or better than, the replaced product.

If after assessment we determine that any warranty claim you have made is not valid, we will be entitled to charge you for the costs of any repairs undertaken, the costs of you returning the product to us, and our costs in returning the repaired product back to you.

This 1 year warranty applies to any accessory or peripheral supplied with the original Signos RT Handheld Ultrasound purchase that bears a Signostics label.

Any accessory supplied with the original Signos RT Handheld Ultrasound purchase that does not bear a Signostics label is warranted against defects in materials and workmanship under normal use conditions for a period of 90 days from the date of purchase, on the terms and conditions set out in this document.

Where a replacement product or part is provided by us to you under this document, the product or part replaced becomes our property. Replacement products provided by Signostics may contain parts that have been refurbished and retested to meet manufacturer's specifications.

Replacement of a product or part does not extend or restart the warranty period applicable to the relevant product, part or accessory.

Proof of purchase (e.g. bill of sale, invoice or purchase receipt) must be presented when making a warranty claim. Without such proof, Signostics is under no obligation to honour the terms of this warranty.

EXCLUSIONS AND LIMITATIONS

Except where such restriction is not permitted by law, we are not obliged under this document to repair or replace any item:

- (a) if the product has not been operated, used or maintained in accordance with the manufacturer's instructions or specifications provided with the product;
- (b) if the factory applied serial number has been altered or removed from the product;
- (c) that has been damaged, malfunctioned or failed as a result of accident, abuse, misuse or negligence including, but not limited to liquid spillage, breakage, use of defective or incompatible accessories, unintended use or use in unintended environments, and charging by devices other than those supplied by Signostics;
- (d) if the product has been used in conjunction with any unauthorised peripheral including adapters and power supply devices; or
- (e) if the product has been altered or modified or if any software (including any virus) has been intentionally or unintentionally added to the product.

If you are a "consumer" as defined in the Australian Consumer Law, we advise as follows:

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.

Except as required by law (but without limiting the operation of any non-excludable laws or regulations) or expressly set out in this document, Signostics will not be liable for any loss, damage or alteration of data including data or information stored on media or any part of the product, no matter how occurring, or for any loss or damage arising from loss of use, loss of profits or revenue, or for any indirect or consequential loss or damage or other special or economic loss, damage or injury (which may include loss of profits, downtime, loss or damage to goodwill, direct or indirect loss or damage to equipment or property, loss or damage arising from accident, loss of profits or other commercial losses).

To the extent permitted by law, the liability of Signostics for any non-excludable consumer guarantee applicable under the Australian Consumer Law, and any similar or equivalent provisions of any other applicable Australian law) is limited to (at the option of Signostics):

- (a) in the case of goods – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
- (b) in the case of services – supplying the services again or paying the cost of having the services supplied again.

Without limiting or affecting the foregoing, to the maximum extent permitted by applicable law, Signostics limits its aggregate liability in respect of all claims under this warranty document to the original purchase price of the Signos RT Handheld Ultrasound.

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