Warranty Policy

HOW TO MAKE A WARRANTY REPLACEMENT CLAIM

PRODUCT PURCHASED FROM AN AUTHORISED RETAILER

All Cygnett products carry a 2 year warranty.

As a wholesaler, Cygnett does not process replacements or refunds directly to the customer.

Please contact the retailer/store/reseller you bought the product from for a replacement or refund if the product is faulty.

Returns for items purchased at authorised retailers need to be returned to their original place of purchase.

Should the retailer no longer exist or be unreachable, or should the product be out of stock, please go to **Cygnett Care** for further assistance.

Please note: Subject to Australian Consumer Law, the customer is responsible for all costs relating to all packaging, freight and insurance for transit of the product to and from Cygnett.

PRODUCT PURCHASED FROM CYGNETT.COM

Please contact us via <u>Cygnett Care</u> and reference your order number if you wish to make a warranty claim on an item purchased directly from cygnett.com.

WARRANTY POLICY

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (or local 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 the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Cygnett warrants this product against defects in workmanship and material for a period of two (2) years from its original purchase date.

You must present your receipt as proof of date of purchase for warranty validation. Please read the following information carefully and retain this warranty card for any warranty claim.

TERMS AND CONDITIONS

This product is for household use only. If the product is used in a commercial environment, the warranty period will be automatically reduced to three (3) months.

Cygnett warrants that, with normal use or service, the product will be free from faulty parts, manufacture or workmanship.

The warranty does not apply where damage is caused by other factors, e.g. mishandling, abuse, accident or failure to follow operating instructions.

WHAT IS COVERED

All parts defective in material and workmanship. Defects that have resulted from improper or unreasonable use or maintenance, accident, excess moisture, insects, improper packing, lightning, power surges, or unauthorized tampering, alteration or modification are not covered.

Our warranties do not extend to any compatible devices. We are only liable for the Cygnett product.

LIMITATION ON LIABILITY

WHERE PERMITTED, THE PROVISIONS OF THIS LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WRITTEN WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding the above, where applicable, if you qualify as a "consumer" under the Magnuson-Moss Warranty Act, then you may be entitled to any implied warranties allowed by law for the period of the express Limited Warranty as set forth below. Some states do not allow limitations on how long an implied Limited Warranty lasts, so the above limitation may not apply to you.

FOR HOW LONG

Products purchased directly from Cygnett offer a Limited Warranty that lasts two year from the purchase date for electronic products, systems, and powered speaker components, accessories, and other products not listed here unless specified in the Owner's Guide.

Cygnett's warranty policy can be superseded by an individual retailers terms and conditions as set out by their independent warranty policies.

WHAT CYGNETT WILL DO

Cygnett will, at their sole option, repair or replace any defective parts within a reasonable period of time and free of charge.

WHAT CYGNETT WILL NOT DO

Pay shipping or transportation charges from you to Cygnett or your Electronic Warehouse.

EXCLUSIVE REMEDY

This Limited Warranty is fully transferable provided that the current owner furnishes the original proof of purchase from an authorized Cygnett dealer. THE MAXIMUM LIABILITY OF CYGNETT SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. IN NO EVENT SHALL CYGNETT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES. Some places do not allow limitations on the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

OTHER CONDITIONS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from country to country or state to state. This Limited Warranty is void if the label bearing the serial number has been removed or defaced or if the product is not purchased from an authorized reseller.

Any reference to a drop test, refers to dropping 26 times from the indicated height onto a hard surface at differing angles. Success is measured by the device retaining all functionality and the absence of any external structural damage. Minor cosmetic damage may still occur from dropping the device whilst inside the case.

Whilst our products may provide increased protection, we cannot exclude the possibility of damage occurring to your device when used in conjunction with our products. Cygnett takes no

responsibility for such damage, and will not be liable for compensation or reimbursement in such instances.

CALIFORNIA PROPOSITION 65 NOTICE

The State of California requires that all manufactures notify their consumers of certain chemicals that may be found in their products, even if the amount is very slight. This is so because, if ingested, exposure to these chemicals could contribute to higher risks of cancer or birth defects. The general Proposition 65 notice is as follows:

WARNING: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

All of our products are safe and are required to meet applicable federal health and safety standards. A variety of products on the market today contain safe levels of these chemicals, and when used as intended, do not expose the consumer to any greater risks.

With that in mind, please use this product only for its intended purpose and, although unlikely, do not eat or attempt to ingest any part of this product. If any portion of this product becomes detached it should be returned to the manufacturer for correction.

For more information on California's Proposition 65: http://www.oehha.ca.gov/prop65/law/P65law72003.html