

# Our Customer Relationship Agreement

## WARRANTY INFORMATION STATEMENT

**Internode Pty Ltd** ABN 82 052 008 581

Phone: 13 66 33

1/502 Hay Street, Subiaco WA 6008

**13 December 2016**

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

### **1. YOUR EQUIPMENT IS COVERED BY OUR FAST REPLACEMENT WARRANTY**

- 1.1 Thanks for choosing to purchase your equipment from Internode – we aim to provide you with a reliable and hassle-free experience.
- 1.2 During the Warranty Period, we will, in accordance with these terms, use commercially reasonable efforts to repair or replace the defective Equipment that you purchased from us (**Warranty**).

### **2. FAST REPLACEMENT WARRANTY DETAILS**

- 2.1 Your Warranty Period commences automatically – there's no need to fill in any additional paperwork for the warranty to start.
- 2.2 All fast replacement warranty claims will be processed at no cost to you if your warranty claim is valid and you follow our procedure.
- 2.3 To make a fast replacement warranty claim, you'll first need to contact Internode Support on 1300 788 233 OR via support@internode.com.au. We'll attempt to fix the problem remotely, but if we can't, then we'll send you a pre-configured replacement unit, with a Hardware Return Form and a return courier bag. For replacement Equipment, we may use Equipment that is new, refurbished (or contain refurbished parts), or a different model/make if the original model/make is no longer available.
- 2.4 When you receive the replacement unit, please connect it immediately and let us know if your problem is resolved.
- 2.5 Returned original Equipment will be assessed to determine if the fault is covered under Warranty. If we determine that your Equipment is not covered under Warranty or the fault was caused by a Non-Covered Event (see clause 4), you will be charged for the Original Equipment (or if the Original Equipment has already been paid for, you will not be entitled to a refund). You will also be responsible for the cost of any replacement Equipment we have sent you together with all associated postage and handling costs. We may agree to not charge for the replacement Equipment if:
  - (a) you have not used the replacement Equipment; and
  - (b) you return it to us in its original condition and unopened packaging within 21 days.

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### *Returning Faulty Equipment*

- 2.6 You need to return your original faulty Equipment (together with all of its accessories) within 14 days of receipt of your return postal satchel – **otherwise, you will be charged for both the original Equipment and the replacement Equipment.**
- (a) Simply pack the faulty Equipment into the packaging that came with the replacement unit, and include the original power pack, cables, disks and manuals.
- (b) Then place the Hardware Return Form inside the box and pop it into the return bag supplied. Australia Post will be in contact to arrange a suitable collection time.

### **3. EQUIPMENT AND WARRANTY PERIODS**

- 3.1 This Warranty is available for the following Equipment set out in the below table, for the duration of the corresponding Warranty Period (beginning from the date we invoiced you for the Equipment):

<b>Equipment</b> (alphabetical order)	<b>Warranty Period</b>
AVM FRITZ!Box routers	60 months
AVM FRITZ!Fon telephone handsets	24 months
Cisco routers	24 months
Fetch TV Mini Set Top Box only. (excludes any other products, parts or accessories supplied with the Mini Set Top Box such as, without limitation, the power supply, remote control, “PLA” device (the set of plugs used to transmit when the Set Top Box and your modem are in different rooms), cabling or software.	12 months
Gigaset IP Phones	12 months
Hosted Lync Deskphones (WX 310, WX 500, WX 600)	24 months
Huawei HG659 routers	12 months
iiNet Labs wireless bridges & powerline adapters	24 months
Technicolor (TG-1 and TG-789) routers	24 months

- 3.2 A claim made under Warranty (including where Equipment was replaced or repaired as a result of the claim) does not restart the Warranty Period.

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### 4. YOUR CONSUMER RIGHTS

- 4.1 The benefits given to you by the Warranty are in addition to other rights and remedies you may have at law.
- 4.2 Our Warranty is in addition to the 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 the Equipment repaired or replaced if the Equipment fail to be of acceptable quality and the failure does not amount to a major failure.
- 4.3 This Warranty is provided by Internode Pty Ltd (ABN 82 052 008 581) of 1/502 Hay Street, Subiaco WA 6008. You can contact us on 1300 788 233 or by email to support@internode.com.au if you have any queries regarding this warranty.

### 5. WHAT ISN'T COVERED

- 5.1 All of the following are excluded from and is not covered by this Warranty (**Non-Covered Events**):
- (a) any hardware, product, parts or accessories not supplied by us;
  - (b) changing your mind – please select your equipment carefully;
  - (c) any accidents, third party acts or negligence, or natural disasters (for example damage caused by a break-in, flood or lightning damage. You should disconnect your equipment during electrical storms);
  - (d) any failure to use it in accordance with instructions, including any negligent or reckless installation or use of the Equipment;
  - (e) deliberate misuse or abuse of the Equipment – electronic equipment doesn't like that;
  - (f) physical damage to the Equipment following delivery to you, and includes for example vandalism, exposure to liquids, excessive heat or humidity;
  - (g) Hacking – if you hack the firmware or software then the warranty is over;
  - (h) Finger poken – as usual, all warranties are void if:
    - (A) the Equipment has been tampered with or modified (for example opening the cover, removing parts) by a person that has not been expressly authorised by us to do so; and/or
    - (B) where the Equipment has been repaired by a person that has not been expressly authorised by us to do.