



Warranty Policy

This policy sets out what warranties DriveRisk Australasia Pty Ltd ACN 113 677 473 (**DriveRisk**) provides with respect to the Hardware provided to the Customer under the Hardware and Services Agreement (the **Agreement**) and how a warranty claim can be made.

This policy forms part of the terms of the Agreement.

Capitalised terms not defined in this policy have the meaning given to those terms in the Agreement.

1. Hardware Warranty

1.1. DriveRisk warrants that the Hardware:

- a. is of acceptable quality;
- b. will materially match the description provided in the Proposal and any sample or demonstration model provided;
- c. if it is the Purchased Hardware, will be provided with clear title and free of any Security Interest, unless the contrary is advised to the Customer in the Proposal;
- d. will not malfunction due to a defect in materials or workmanship under normal working conditions during the Warranty Period;

(the **Warranty**).

1.2. Subject to clauses 2.11 and 3, the Warranty is given:

- a. with respect to the Rented Hardware, for the duration of the Term;
- b. for all other Hardware, for 12 months from the date the relevant Hardware is delivered to the Customer (**Warranty Period**).

2. Process for making a Warranty Claim

2.1. The Customer must notify DriveRisk in writing of any Warranty claim prior to expiry of the Warranty Period, after which time the Warranty no longer applies.

2.2. To make a Warranty claim, the Customer must, at its cost, return the Hardware to DriveRisk, unless DriveRisk has assisted the Customer with the claim via Support Services beforehand and provided the Customer with a prepaid return label.

2.3. Prior to returning the Hardware, the Customer needs to contact DriveRisk. DriveRisk will supply a **Faulty Device Return** (FDR) form. The Customer may return the Hardware to DriveRisk with the FDR form for assessment.

2.4. By shipping the Hardware to DriveRisk, the Customer assumes the risk for damage or loss in transit and as such the Customer must properly package the Hardware and insure it for its new replacement value.

- 2.5. DriveRisk may require proof of purchase of the Hardware from the Customer.
- 2.6. Upon receiving the returned Hardware, DriveRisk will determine whether the Customer's claim is covered under the Warranty. If any Warranty exclusion or limitation applies the Customer will be contacted by DriveRisk to discuss the Customer's options, which may include repair or replacement of the Hardware at the Customer's cost and expense.
- 2.7. In the event that DriveRisk determines the Warranty doesn't apply, DriveRisk may, at its option, require the Customer to reimburse any costs incurred by DriveRisk in making its assessment. These costs may be recovered by DriveRisk as an Additional Fee.
- 2.8. Any part of or the Hardware returned to DriveRisk that is replaced shall become DriveRisk's property.
- 2.9. If DriveRisk determines that the Hardware is covered under the Warranty, DriveRisk, at its option, will:
 - a. repair the Hardware;
 - b. replace the Hardware;
 - c. provide the Customer a refund for the amount paid for the Hardware.
- 2.10. DriveRisk may use new or refurbished parts in repairing the Hardware and any replacement Hardware may be new or refurbished.
- 2.11. After repair or replacement under the Warranty, the Hardware will be covered by the Warranty for the longer of:
 - a. the remainder of the Customer's original Warranty Period; or
 - b. 90 days after DriveRisk ships the repaired/replaced Hardware to the Customer.
- 2.12. Subject to clause 4.1, the options offered to the Customer under clause 2.9 are the Customer's sole and exclusive remedy for any failure of the Hardware to comply with the Warranty;
- 2.13. After expiration of the Warranty Period, if DriveRisk elects to assist the Customer with any damage or defect to the Hardware it may do so for an Additional Fee.

3. Warranty Limitations

- 3.1. The Warranty is given subject to the terms of this clause 3.
- 3.2. The Warranty applies to the Hardware only, not the Software or any third party software provided with the Hardware.
- 3.3. Customer Data may be lost as a result of a repair, the Customer is responsible for backing up any Customer Data prior to making a Warranty claim.
- 3.4. DriveRisk does not warrant that the Hardware will work in combination with any particular third party software.
- 3.5. The Warranty will be voided in the event any attempt to defeat or circumvent the manufacturer's hardware or accessory technical limitation or security system is identified.
- 3.6. DriveRisk will not be liable for the following costs in any circumstances:
 - a. deinstallation or reinstallation of the Hardware;
 - b. temporary replacement of the Hardware;
 - c. returning the Hardware to DriveRisk.

- 3.7. No third party is authorised to provide a Warranty on DriveRisk's behalf.
- 3.8. The Customer must have utilised the Support Services to assist with troubleshooting any Hardware issue prior to making a Warranty claim.
- 3.9. The Warranty will not apply if the Hardware is:
 - a. damaged by use with products not sold, approved or licensed by DriveRisk;
 - b. opened, modified, or tampered with, or its serial number is altered or removed;
 - c. is damaged as a result of external factors (e.g. being dropped, exposed to liquid, exposed to heat or cold that is out of its acceptable range);
 - d. installed in a manner which is inconsistent with the instructions manual or specifications for the Hardware;
 - e. purchased outside of Australia;
 - f. not used, maintained or stored in accordance with DriveRisk's or the manufacturer's operating instructions;
 - g. used for a purpose other than which it is designed;
 - h. subjected to misuse, neglect, accident or alteration, repair or improper testing by anyone other than DriveRisk or its Personnel;
 - i. used by the Customer after a defect has become apparent;
 - j. damaged due to fair wear and tear (such as scratches or dents), an accident or other event;
 - k. claimed to be defective by the Customer but the defect cannot be reproduced by DriveRisk;
 - l. DriveRisk is unable to successfully make a warranty claim with the relevant manufacturer.

4. Australian Consumer Law

- 4.1. This policy does not in any way limit, exclude, restrict or modify any rights or remedies granted by the Australian Consumer Law where applicable to the Customer.

5. Contact Details

- 5.1. To make a Warranty claim, please contact DriveRisk via post, telephone or email as below:

DriveRisk HQ
5/249 Scottsdale Drive, Robina 4226 QLD
1800 837 433
support.australia@driverisk.com

Send Goods for Repair to:
Technical Support Office
28 Clementine Pl, Bli Bli, QLD 4560