

# WARRANTY AND SUPPORT INFORMATION

## IMPORTANT! PLEASE RETAIN PROOF OF PURCHASE AND PRODUCT WARRANTY INFORMATION

### BELKIN PRODUCT AND CONNECTED EQUIPMENT LIMITED WARRANTY (Australia and New Zealand)

This warranty is provided to you by Belkin Limited (ABN: 64 095 402 663), an Australian corporation and a wholly-owned subsidiary of Belkin International, Inc., of Unit E, 2 Reliance Drive, Tuggerah NSW 2259, phone: +61 (0) 2 4350 4600, email: [acce@belkin.com](mailto:acce@belkin.com) ("Belkin").

#### IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS

The benefits we give in this manufacturer's warranty are **additional to** any rights and remedies that you may have under the Australian Competition and Consumer Act 2010 or the New Zealand Consumer Guarantees Act 1993 (**CGA**) (as applicable) and other applicable Australian and New Zealand consumer protection laws (together "**ANZ Consumer Laws**").

This manufacturer's warranty is governed by the laws of the country in which you purchased your product.

**In Australia 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. Repair of the goods may result in loss of data. 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.**

**In New Zealand, our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993 (CGA).**

This manufacturer's warranty is not intended to:

- change or exclude any rights under the ANZ Consumer Laws that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold the Belkin product to you if that person has breached their sales contract with you.

**Note:** This means that the general exclusions and limitations of liability in this document do not affect any rights you may have under the ANZ Consumer Laws.

#### WHAT DOES THIS WARRANTY COVER?

Product Warranty: Belkin warrants that this Belkin product and any associated software media (i.e. media on which the product software is provided) will be free from defects in materials and workmanship under normal use during the Warranty Period as defined below (**Product Warranty**). This means that the product won't be faulty, and that it will look and work as advertised, during the Warranty Period.

Connected Equipment Warranty: Belkin also covers damage to any equipment which is connected through the Belkin product to a properly wired AC power line with protective ground (**Connected Equipment**) caused by failure of the Belkin product to operate as described in the product documentation and arising as a result of impulses from lightning, or other power transients, or by momentary (less than 1ms) voltage surges or spikes

(an **Occurrence**) during the Warranty Period (**Connected Equipment Warranty**), if the claim is made within fifteen (15) days from the date of the Occurrence.

The Connected Equipment Warranty will not apply if damage to the Connected Equipment resulted from:

- telephone-line transients if the Connected Equipment was not properly connected to or was not directly connected to a Belkin product that offers telephone-line transient protection;
- coaxial-line transients if the Connected Equipment was not properly connected to or was not directly connected to a Belkin product that offers coaxial-line transient protection; or
- network-line transients if the Connected Equipment was not properly connected to or was not directly connected to a Belkin product that offers network-line transient protection.

The Connected Equipment Warranty will remain effective for the Warranty Period set out below. The Connected Equipment Warranty automatically ends when the Product Warranty ends.

**Who is covered under the Product Warranty and the Connected Equipment Warranty?**

Only original end-user purchasers of the product purchased within Australian or New Zealand are covered.

**How long is the product warranted and what is the maximum value of the Connected Equipment Warranty?**

The Warranty Period begins on the date the product was purchased by the original end-user purchaser and lasts for the period set out in the table below (**Warranty Period**). **Your rights during the Warranty Period are in addition to your consumer guarantee rights that cannot be excluded under the ANZ Consumer Laws.** Belkin's total liability under the Connected Equipment Warranty shall not exceed the maximum aggregate monetary limits set forth in the table below:

<b>Product Type</b>	<b>Warranty Period</b>	<b>Maximum Monetary Limit (US Dollars)</b>
New products	The length of time identified on your product package.	The maximum monetary limit identified on the product package, up to \$250,000
Refurbished products	As for Warranty Period for New Products	
Repaired products	As for Warranty Period for New Products	
Replacement products	As for Warranty Period for New Products	
Software media (if provided with the product)	90 days	N/A

**What isn't covered by the Product Warranty and Connected Equipment Warranty?**

**Subject to your rights that cannot be excluded under the ANZ Consumer Laws and may be additional to the Product Warranty and Connected Equipment Warranty,** Belkin does not give any warranty:

- for the Connected Equipment, for any services associated with the Connected Equipment, or any remedies offered or provided by the manufacturer of the Connected Equipment;
- in relation to software or services provided by Belkin or any third party included in or with the product other than the warranty for software media described above in this warranty;
- that the product, software or services will always operate uninterrupted or error free;

- that the product, software or services, or any equipment, system or network on which the product, software or services are used are 100% secure and cannot be hacked; or
- that a third party service the product needs will always be available.

**Will this Product Warranty always apply?**

**Subject to your rights that cannot be excluded under the ANZ Consumer Laws and may be additional to the Product Warranty,** the Product Warranty does not apply if:

- the product has been tampered with or the assembly seal has been removed or damaged;
- the product has been altered or modified by someone other than Belkin;
- the warranty claim was made fraudulently or by misrepresentation;
- the product was not installed, operated, repaired, or maintained in accordance with Belkin's instructions (for example, this warranty will not apply if the product has been used outdoors or in a wet area, or if the product has been used together with a generator, heater, sump pump, water-related device, life support device, medical device, car, motorcycle, or golf-cart battery charger). To be used indoors only and in dry areas. All warranties contained herein are null and void if used in any way with any of the aforementioned devices;
- the product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;
- damage to the product is cosmetic, including scratches and dents, or defects caused by normal wear and tear or normal aging of the product;
- the serial number on the product has been altered, defaced, or removed;
- the product was used in conjunction with other extension cords, power strips, adapters, UPS's, surge protectors, other grounding wires or electrical connections; or
- the product was supplied or licensed for beta, evaluation, testing or demonstration purposes, and you didn't buy or license the product.

**Will Belkin cover damage to Connected Equipment in all situations under the Connected Equipment Warranty?**

**Subject to your rights that cannot be excluded under the ANZ Consumer Laws and may be additional to the Connected Equipment Warranty,** Belkin does not cover damage to Connected Equipment in the following situations:

- the Product Warranty has expired or does not apply (please see section above);
- the Connected Equipment was not properly or directly connected to the product;
- not all wires leading into the Connected Equipment, including telephone and coaxial lines, pass through the appropriate product;
- damage to the Connected Equipment was not caused by an Occurrence;
- the power outlet to which the product was connected was not properly grounded or not grounded at all;

- the Connected Equipment has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;
- damage to the Connected Equipment is cosmetic (including scratches and dents), or damage was caused by normal wear and tear or normal aging of the Connected Equipment;
- damage to the Connected Equipment was caused by an Act of God (other than lightning), including but not limited to typhoon, hurricane, erosion, earthquake, thunderstorm, inclement weather, flood, tsunami, vandalism, theft, or war;
- damage to the Connected Equipment was caused by a power outage, a sustained low voltage situation, or a low-voltage disturbance, including but not limited to brownouts or sags;
- repair or replacement of the damaged Connected Equipment is covered by a third party's manufacturer's warranty, a seller's extended warranty, or your insurance policy;
- Belkin determines that the Connected Equipment was not used under normal operating conditions or in accordance with the manufacturer's instructions for the Connected Equipment; or

### **How will Belkin make things right?**

**Subject to your rights that cannot be excluded under the ANZ Consumer Laws and may be additional to the Product Warranty** if you make an eligible claim in relation to your defective Belkin product under the Product Warranty, Belkin will, at its option:

- replace the product with a reasonably available equivalent new Belkin product; or
- refund you the purchase price of the product, minus any rebates and discounts applied at the point of purchase

Any replacement products are warranted for the Warranty Period. All products that are replaced become the property of Belkin.

**Subject to your rights that cannot be excluded under the ANZ Consumer Laws and may be additional to the Connected Equipment Warranty**, if you make an eligible claim in relation to your damaged Connected Equipment under the Connected Equipment Warranty, Belkin will, at its option:

- pay the reasonable costs of repairing the damaged Connected Equipment as assessed by Belkin in its sole discretion;
- replace the damaged Connected Equipment with a reasonably available equivalent new or refurbished Connected Equipment (in which case we will engage the repair facility and negotiate and settle the cost of repair); or
- refund you the fair market value of the damaged Connected Equipment as reasonably assessed by Belkin in its sole discretion.

Belkin makes every reasonable effort to repair or replace your damaged Connected Equipment under this warranty. However, as the repaired or replacement Connected Equipment is manufactured by third parties, Belkin does not make any warranty in relation to such repaired or replacement Connected Equipment, nor is Belkin able to confirm that the manufacturer of the Connected Equipment will offer such a warranty.

All calculations performed by Belkin in evaluating your claim under this warranty are final and binding on you except in the case of errors.

For Belkin to properly and expeditiously validate your claim under this Product Warranty and / or the Connected Equipment Warranty, you agree that Belkin may examine the damaged product, the damaged Connected Equipment and/or the site where the damage occurred. Belkin has a right to do these things until any claim

under the Product Warranty and / or the Connected Equipment Warranty is finalised. The damaged product and damaged Connected Equipment must remain available for inspection during that time. Do not dispose of the product and Connected Equipment until your claim has been fully resolved. Please review the section titled "What do I need to do to make a claim?" under the header "Belkin Technical and Warranty Support Information" below.

Once your claim under this warranty is fully settled, Belkin has a right to be subrogated under any existing insurance policies that you may have.

### **General Exclusions and Limitations of Liability**

For persons who purchased the product in Australia, if a supply under this warranty is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in this warranty excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law. **Subject to your rights that cannot be excluded under the Australian Consumer Law and may be additional to the Product Warranty and Connected Equipment Warranty**, Belkin's liability under this warranty shall be limited to:

- in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

For persons who purchased the product in New Zealand, if a supply under this warranty is a supply of goods or services to a consumer within the meaning of the CGA, nothing contained in this warranty excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the CGA. **Subject to your rights that cannot be excluded under the CGA and may be additional to the Product Warranty and Connected Equipment Warranty**, , Belkin's liability under this warranty shall be limited to:

- in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

Subject to the above provisions in relation to the Australian Consumer Law and any rights and remedies that you may have under the CGA (as applicable), Belkin, under the Product Warranty and Connected Equipment Warranty:

- excludes all other conditions, guarantees, rights, remedies, liabilities, representations, warranties and other implied or express terms, conferred by statute, custom or the general law that impose any liability or obligation on Belkin, including but not limited to any implied warranties of non-infringement, loss of or damage to data, lack of viruses or free from virus or malware attack, security, performance, lack of negligence, workmanlike effort, that the functions contained in the product will meet your requirements, or that defects in the product will be corrected, or that your use of the product will generate accurate, reliable, timely results, information, material or data;
- excludes all liability for the loss of, or damage to, data caused by use of a Belkin product, or its repair;
- excludes any liability it may have to you for:
  - loss of revenue or profit;
  - loss of the ability to use any third party products, software or services, and

- any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services),

which arises under any law (including the law of negligence) save for negligence on the part of Belkin or its representatives and relates to your use, or inability to use a Belkin product or software, or any related services. This exclusion applies even if Belkin has been advised of the possibility of such damages and even if any warranty or remedy provided under this manufacturer's warranty fails of its essential purpose; and

- limits its monetary liability to you, under any law, to the price that you paid for the Belkin product.

References in this Section to "indirect, consequential, special or incidental losses" shall mean any losses which (i) were not reasonably foreseeable by both parties, and/or (ii) were known to you but not to Belkin and/or (iii) were reasonably foreseeable by both parties but could have been reasonably prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

These terms are the terms of the Product Warranty and Connected Equipment Warranty.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

## **BELKIN TECHNICAL AND WARRANTY SUPPORT INFORMATION**

### **HOW DO I GET HELP?**

If you have a question about your product or experience a problem with it, please go to <http://www.belkin.com/au/support/>. You will find lots of online support tools and information to help you with your product.

### **What should I do if my product is defective?**

You always have the option to return the product to the original seller if you have a problem. You can make a claim with the seller based on this warranty or any consumer laws that apply to you.

### **What do I need to do to be entitled to claim under the Product Warranty or the Connected Equipment Warranty?**

Call our Technical Support team on 1800 235 546 if you are calling from Australia or 0800 235 546 if you are calling from New Zealand.

You will need to give us some information when you contact us such as:

- your contact details;
- the part number (also known as the model number) of your Belkin product, this is usually located on the base of the product and begins with the letter 'F' (e.g. F5D7230au4);
- a detailed description of the problem;
- a dated proof of original purchase; and
- if you have spoken to us previously, your case number.

If this is the first time you have called to claim under this warranty, you will be issued with an 8 digit case number.

If you are making a claim in respect of your damaged Connected Equipment, you must do so within fifteen (15) days from the date of the Occurrence.

So that we can process your claim expeditiously, we will need the following information in addition to the information described above when you contact us: description of all the equipment that was connected to the product at the time of the Occurrence, including:

- name and model number;
- purchase of the damaged Connected Equipment;
- description of the damaged Connected Equipment;
- the extent of damage (we may request that you send us photographs of the damaged Connected Equipment;
- the site where the damage occurred, or we may ask to examine the site where the damage occurred, to help us validate your claim); and
- the date of the Occurrence.

Visit the following link: <https://www.belkin.com/au/claim/submission> and fill out all required fields when you are prompted. Once you fill out all the aforementioned fields and permitting all details are correct, the website will generate a shipping label for you to print out and affix to the packaged up Belkin product.

We may need you to send the product and/or the damaged Connected Equipment back to us or our designated repair facility so that we can fix or replace it. We will let you know when you contact us.

If we ask you to return your product and/or the damaged Connected Equipment to us by post, you will be given a Return Materials Authorization (RMA) number and we'll tell you to send the product and/or your damaged Connected Equipment.

For persons who purchased the Belkin product in Australia, the applicable address to send the Belkin product and/or the damaged Connected Equipment is Belkin Limited, PO Box 3099, Tuggerah NSW 2259. For persons who purchased the Belkin product in New Zealand, the applicable address to send the Belkin product and/or the damaged Connected Equipment is PO Box 201076, Auckland Airport, Auckland, 2105, New Zealand. You will need to make sure the product and/or damaged Connected Equipment is properly packaged and shipped.

You will be responsible for the reasonable costs of returning your product and/or damaged Connected Equipment to us.

We need to identify your product when it reaches us, so you'll need to include the RMA number AND a copy of your dated proof of original purchase (please keep the original) with the returned product. We also recommend that you send the package by registered and insured mail or by overnight courier to protect the package while it is in transit. If Belkin determines that it is impractical to ship the damaged Connected Equipment to Belkin, Belkin may designate, an equipment repair facility to inspect and estimate the cost to repair such Connected Equipment. In that case, Belkin has the right to negotiate the cost of repairs. The cost, if any, of shipping the Connected Equipment to such repair facility and of such estimate shall be borne by the original end-user purchaser.

### **What happens when I return my product and/or Connected Equipment under the Product Warranty or the Connected Equipment Warranty?**

Defective products covered by the Product Warranty will be replaced without charge, or Belkin will provide you with a refund of the purchase price of the product, minus any rebates and discounts.

In relation to damaged Connected Equipment covered by the Connected Equipment Warranty, Belkin will pay the reasonable costs of repair as assessed by Belkin at its discretion, replace the Connected Equipment with a reasonably available equivalent new or refurbished Connected Equipment (engaging the repair facility and negotiating and settling the cost of repair), or refund the fair market value as reasonably assessed by Belkin at its sole discretion.

**Subject to your rights that cannot be excluded under the ANZ Consumer Laws** the remedy offered under this Product Warranty will be determined by Belkin in its discretion.

We can only ship replacement products under this Product Warranty to locations in the country where the original product was purchased.

PLEASE MAKE SURE THAT YOU BACK UP ALL OF YOUR DATA ON THE PRODUCT AND/OR CONNECTED EQUIPMENT BEFORE SENDING IT IN FOR REPAIR OR REPLACEMENT. BELKIN IS NOT

RESPONSIBLE FOR ANY LOSS OF DATA OR SOFTWARE DURING WARRANTY SERVICE. Belkin may need to delete all or part of your data to replace your product. In Australia or New Zealand, if you provide your old product for us to replace with another product, we will wipe all your data from the old product. We will not retain a copy of the wiped data. Belkin may also install software updates as part of warranty service.

Replacements not covered under warranty or your rights under the ANZ Consumer Laws may be refused by your place of purchase or may be subject to charge.

### **Technical support**

This warranty is not a service or support contract. Details on our technical support offerings and policies (including any applicable fees) can be found at <http://www.belkin.com/au/support/>.

Belkin provides many different options to support you. Please click on or go to: <http://www.belkin.com/au/support/> for more details. Please make sure to change to your local country if necessary.

Along with the Product Warranty, Belkin provides Complimentary Assisted Technical Support for the Warranty Period to get your hardware up and running. Complimentary Assisted Technical Support includes technical support (by phone) and live chat (through your computer). At this time, live chat is only available in certain countries. Please visit our websites (indicated above) in your local area for details.

For additional support beyond the Complimentary Assisted Technical Support or for assistance on advanced features beyond basic support, please contact our Technical Support team to learn more about how we can help you get the most out of your product.

Telephone support may not be available where you live and may be subject to charge.