



Warranty Terms and Conditions

Standard Warranty and Extended Warranty Terms and Conditions

Please contact Zgonic Support via the support@zgonic.com for all warranty and product support requests.

These terms and conditions apply to Standard Warranty and Extended Warranty of Products purchased from Zgonic.

These Terms and Conditions constitute a contract between the customer (you) and either

Zgonic Pty Ltd ABN 76 149 178 692 (Zgonic Australia); and

Zgonic UK Limited EORI NO. GB245635693000 registered in United Kingdom (Zgonic UK); and

Zgonic Holding Pte Ltd GST No. 201119874C (Zgonic Singapore); and

Zgonic Sdn. Bhd. Reg No. 1312462-T (Zgonic Malaysia) as the case may be.

These terms and conditions apply to Standard Warranty and Extended Warranty of Products from Zgonic.

It is important to note that Zgonic Australia supplies and supports all warranties relating to Products which are noted as being offered and supplied by Zgonic Australia ("Zgonic Products").

We recommend that you keep your original product packaging if possible. In the unlikely event that you require a warranty repair and you do not have the original packaging, you will bear the responsibility for safely packaging your Product for transport and Zgonic accepts no liability for any damage that may occur in transit.

Zgonic Australia (as the case may be) provide the warranties and product support set out in these Terms and Conditions in relation to Products offered and supplied by Zgonic Australia, Zgonic Singapore, Zgonic Malaysia and Zgonic UK (as the case may be) from the website.

The warranties and product support set out in these Terms and Conditions are provided by Zgonic Australia, Zgonic Singapore, Zgonic Malaysia and Zgonic UK (as the case may be) irrespective of:

the identity of the manufacturer of the Product;

whether or not the manufacturer has provided its own warranties or product support in relation to the Product.





For the avoidance of doubt:

We make no representations or warranty in relation to the existence, non-existence, validity, availability, terms or conditions of any other warranties or product support that may or may not be offered or provided by the manufacturer of the Product; and

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The warranties and product support that we offer and provide pursuant to our Terms and Conditions are in addition to the consumer warranties and guarantees under the Australian Consumer Law.

Warranty Terms

- Subject to the terms and conditions set out below, Zgonic Australia, Zgonic Singapore, Zgonic Malaysia and Zgonic UK agree to repair or replace the Zgonic Product (as the case may be) which it supplied to you at its own cost, in circumstances where the Product does not perform in accordance with Zgonic's specifications during: the Standard Warranty period of 10 Years; or the applicable Extended Warranty period, commencing on the date of delivery of the Product. Where there is no proof of delivery, this date will be assumed to be 3 business days from the date of dispatch of the Product.
- 2. The benefits provided to you by this contractual product warranty are in addition to other rights and remedies available to you under the law.
- 3. Proof of purchase (invoice or paid Order confirmation) must be provided when requesting service under the Standard Warranty or Extended Warranty.
- 4. Zgonic requires any customer requesting service under the Standard Warranty or Extended Warranty to comply with directions from Zgonic staff in relation to troubleshooting any issue and facilitating any repair or replacement under these Warranty Terms and Conditions.
- 5. Where Products are already faulty or damaged upon delivery, photographic evidence of the damage must be submitted to Zgonic Support via support@zgonic.com before the Product will be repaired or replaced in accordance with these terms.
- 6. Zgonic reserves the right to replace the Product or relevant part with the same or equivalent Product or part, rather than repair it. Where a replacement is provided, Zgonic reserves the right to replace the Product or relevant part with the same or equivalent Product or part, rather than repair it. Where a replacement is provided, Zgonic will determine, in its discretion, the closest Product within the then current range of Products offered by Zgonic with which to replace the faulty or damaged Product. The replacement Product may differ with the replaced Product in size and specifications, at the reasonable election of Zgonic. Zgonic may replace parts with refurbished parts. Replacement of the Product or a part under Standard Warranty or Extended Warranty does not extend or restart the Standard Warranty or Extended Warranty period.
 - If Zgonic is unable to repair or replace the Product, the customer will be provided with credit for Zgonic's store or may be refunded the price of the Product (at Zgonic's election). This credit or refund will be for the amount of the purchase price of the Product excluding the associated Delivery Cost.
- 7. In the event that a replacement or refund, as per section 6, the faulty item will become the property of Zgonic.





- 8. Where Zgonic authorises warranty service of a Product, Zgonic will organise for our authorised courier to pick up the Product during business hours (between 9am and 4pm, Monday to Friday) and deliver it to the appropriate authorised repair centre, provided that the Product is safely and securely packaged for safe transport. If Zgonic deems it appropriate, We may alternatively supply a pre-paid postage label for the Product to be returned via our chosen carrier to the authorised repair centre. In this situation Zgonic will cover the cost of transport of the serviced Product to and from the Customer. Alternatively, the Customer may take the Product to the appropriate repair centre for service if Zgonic specifically authorises the Customer in writing to do so. Alternately, the Customer may post the Product as directed by Zgonic if Zgonic specifically authorises the Customer in writing to do so, in which case Zgonic will refund the Customer the cost of the postage on provision of a scanned copy of the postage receipt. Where the customer is located outside Australia, Zgonic may require that the Product be sent to Australia, Singapore, Malaysia or UK, as directed by Zgonic.
 - The Customer is responsible to inspect all goods received from Zgonic upon arrival. In instances where goods have been damaged in transit, the Customer must report this to Zgonic within 7 days of receipt of the product. Failure to report physical damage on arrival within 7 days of receipt may result in denial of warranty for physical damage.
- 9. Standard Warranty and Extended Warranty of Products purchased from Zgonic Australia, Zgonic Singapore, Zgonic Malaysia or Zgonic UK do not apply: To consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; to cosmetic damage, to boxes, packaging or exterior surfaces (including during transit); to damage caused by use with another product; to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; to damage caused by operating the Product outside any guidelines published for use; to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Zgonic; to a Product that has been modified to alter functionality or capability without the written permission of Zgonic, including but not limited to installation of custom firmware or other software; to defects caused by normal wear and tear or otherwise due to the normal ageing of the Product, if any serial number has been removed or defaced from the Product, if the product is stolen or Zgonic reasonably believes that the product is stolen based on information provided by law enforcement authorities, or Where proof of purchase (invoice or paid Order confirmation) cannot be provided.
- 10. Zgonic reserves the right to determine which authorised repair centre (including Zgonic's internal repair facility) is the appropriate service location in any particular circumstance.
- 11. The Product will be at the Customer's risk while in transit to and from the Zgonic Authorised Repair Centre.
- 12. Zgonic may seek reimbursement of any costs incurred by Us where the Product is found to be in good working order, or when it has been determined that the Standard Warranty and Extended Warranty do not apply as per section 17.
- 13. Zgonic reserves reasonable discretion to determine whether any Product is or is not performing in accordance with the Zgonic's specifications, subject to applicable law.
- 14. Extended Warranty is available for purchase for some Products, as listed on the Website. Extended Warranty may be purchased up to 14 days after delivery of Your Products.
- 15. Where an Extended Warranty is purchased, it will replace the 12-month Standard Warranty period with the Extended Warranty period (for example, either 3 or 5 years).





- 16. Zgonic is entitled to terminate the Extended Warranty by e-mail notice to the Customer in the event that, in Zgonic's opinion, the Product is used contrary to its specifications, in which case Zgonic will pay a pro-rata refund for the unexpired period of the Extended Warranty less administration expenses.
- 17. To the full extent permitted by law, the Standard Warranty and Extended Warranty will not apply in respect of a Product:
 - If the Product has not been installed, operated, maintained or used in accordance with the manufacturer's instructions or specifications provided with the Product;
 - If the factory-applied serial number has been altered or removed from the Product;
 Which has suffered damage, malfunction or failure resulting from alterations, any
 alterations (hardware or software), accident, misuse, abuse, fire, liquid spillage, misadjustment of customer controls, use on an incorrect voltage, power surges and dips,
 thunderstorm activity, force majeure, voltage supply problems, tampering or
 unauthorised repairs by any persons, use of defective or incompatible accessories, the
 operation of a computer virus of any kind, exposure to abnormally corrosive conditions
 or entry by any insect, vermin or foreign object in the Product;
 - To damage arising during transportation, installation or while moving the Product, or to any transportation costs of the Product or any parts thereof to and from the Customer, unless otherwise specified in these Warranty Terms and Conditions;
 - To any third-party software or hardware not contained in the Product as originally configured by the manufacturer;
 - To any failure, to the extent that the failure is not a failure of the Product to perform in accordance with its specifications;
 - To service of any product whilst it is outside Australia.
- 18. To the full extent permitted by law:
 - Zgonic will not be liable for any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any 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 resulting indirect or consequential loss or damage
 - Zgonic's aggregate liability in respect of all claims under Standard Warranty and Extended Warranty shall not exceed the original purchase price of the Product or, at Zgonic's option, replacement of the Product with a like or similar Product
 - Zgonic excludes all other warranties, conditions, terms, representations and undertakings whether express or implied.
- 19. Insofar as they apply to warranties relating to Zgonic Products supplied by Zgonic Australia, these Standard Warranty and Extended Warranty Terms and Conditions are governed by and must be construed according to the law of the State of Victoria, Australia and the parties submit to the jurisdiction of the courts in that State.
- 20. Insofar as they apply to warranties relating to Zgonic Products supplied by Zgonic Singapore, Zgonic Malaysia or Zgonic UK, these Standard Warranty and Extended Warranty Terms and Conditions are governed by and must be construed according to the law of Singapore, Malaysia or UK and the parties submit to the jurisdiction of the courts of Singapore, Malaysia or UK.
- 21. 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 goods fail to be of acceptable quality and the failure does not amount to a major failure.