

# COMPUTELEC 12 MONTH REPAIR PROMISE

COMPUTELEC DOES NOT WARRANT THAT OPERATION OF THIS PORTABLE COMPUTER (PRODUCT) WILL BE UNINTERRUPTED OR ERROR FREE.

COMPUTELEC MAKES NO GUARANTEE OR WARRANTY THAT THIS PRODUCT WILL FUNCTION PROPERLY IN ALL CIRCUMSTANCES. YOU AGREE THAT COMPUTELEC SHALL HAVE NO RESPONSIBILITY FOR DAMAGE TO OR LOSS OF ANY BUSINESS, PROFITS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA ARISING OUT OF OR RESULTING FROM THE USE OF OR INABILITY TO USE THIS PRODUCT AND/OR THE PROVIDED WRITTEN MATERIALS, EVEN IF COMPUTELEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFECT OR DAMAGE

#### **General Terms**

COMPUTELEC Pty Limited warrants this Product to be free from operational defects for a period of twelve months from the date of purchase, unless otherwise stated, and excluding batteries which have no Warranty.

This repair promise does not include failure caused by improper installation, operation, cleaning or maintenance, accident, damage, misuse, abuse, modifications to the product, software faults, normal wear and tear or any other event, act, default or omission outside Computelec's control.

Any repairs required under the Computelec Repair Promise are to be completed by Computelec Pty Ltd only. If repairs are completed with another repairer, the Computelec Repair Promise will be cancelled.

## What is covered under the Computelec Repair Promise?

If the product fails during normal and proper use within the repair promise period, Computelec will, at its option,

- Repair or replace the faulty part(s) within the unit with that as originally supplied, during the repair promise period stated for the model, using refurbished, used or new parts. LCD's may be replaced with non CSV LCD. The warranty on the replacement part and labour will be the balance of the 4<sup>th</sup> year repair promise, or 30 days, whichever is greater.
- 2. This repair promise is personal to the person or organisation who is named on the original sales receipt (proof of purchase), and cannot be transferred to a subsequent owner.
- 3. You are required to deliver and pickup your Product to and from Computelec Pty Ltd or your school at your expense for repairs.
- 4. Proof of purchase, or evidence of supply from Computelec will be required to obtain the Computelec Repair Promise.

### **Repair Promise start date**

The Repair Promise period starts at the date that the original three year warranty ended, (3 years from date of original purchase), and the machine must be assessed inside the original warranty period and approved by Computelec before the Repair Promise is valid. The 12 month repair promise must be purchased prior to the expiry of the original three year warranty from Computelec Pty Ltd. Your dated sales or delivery receipt, showing product code and serial number combined with your 12 month repair promise receipt are your proof of purchase date.

# Sample cases not covered by the Repair Promise

The limited warranty by Computelec shall not apply to certain damages, goods or cases, including without limitation, those set forth below:

- The LCD display may present non-conforming pixels, (bright or dark spots). Bruises to
  the LCD are not covered by the repair promise. The DVD-Rom and software player
  may not play certain DVD movie titles due to DVD regionalisation or other security
  levels set by the title producer. These cases are a limitation of technology and do not
  represent a defect in material.
- Assistance to install, configure or troubleshoot the Product, any software application, or any third party device. (However this type of service may be available from the Computelec Service Centre at their prevailing rates)
- 3. Replacement of any batteries.
- 4. Rectification of software faults or updating of machine BIOS.
- 5. Damage, delay or any action by any party not authorised to perform warranty repair on the product, (see General Terms).
- 6. Damage caused by improper installation or improper connection to any device (AC Power, LAN or modem port, Printer, etc.)
- 7. Damage caused by an external electrical fault or any accident, or use of incorrect data cabling
- 8. Damage caused by accident, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, including fracture of the LCD glass, casework, cables, AC Adaptors, covers, plugs and latches.
- 9. Damage from incorrect use or storage. This includes fluid ingress of any kind (including damage from condensation), and damage from shock or restriction of airflow.
- 10. Damage from use of parts not supplied by Computelec Pty. Ltd.
- 11. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
- 12. Non authorised disassembly of the Hard Disk drive will void warranty.
- 13. Consequential or other damages of any kind that may occur during repair or replacement.
- 14. Costs associated with the de-installation and re-installation of the Product are not provided under this warranty.
- 15. Modifications to product not approved in writing by Computelec.
- 16. Service made necessary by use of incompatible third party products.
- 17. FORCE MAJEURE. Computelec will not be responsible for any failure to perform due to causes beyond it's control, including, without limitation, fires, floods, earthquakes, explosions, accidents, acts of public enemy, wars, rebellions, insurrections, sabotage, epidemics, quarantine restrictions, labour disputes, labour shortages, transportation embargoes or failures or delays in transportation, inability to secure raw materials or machinery for the manufacture of their products and delivery of their services, acts of God, acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses), and judicial actions.

#### **Additional Care Recommendations**

If you use this Product in a mobile environment you should;

- 1. Ensure that your Product has completely shutdown (No activity on the Hard Disk Drive light), before moving the Product. This may damage the Hard Disk Drive.
- 2. Purchase a carry bag, affording shock and impact protection suitable for your Product .
- 3. Do not leave any cable connected to the Product, when transporting in a carry bag. This may damage the Product.
- 4. Do not store the AC adaptor or AC power lead where impact with the LCD or top cover can occur. You may damage the LCD display if excessive shock is applied to this area.
- 5. Do not wrap any leads around the AC Adaptor, either in use or when storing. This may damage the cables and is not covered by the repair promise.

#### Statutory rights and exclusions - Australia only

Certain legislation including the Trade Practices Act (1974) and other Commonwealth, State and Territory legislation implies warranties and conditions into consumer contracts. These warranties and conditions exist separately from and are not affected by the Repair Promise referred to in this booklet. Subject to such legislation and to the repair promise contained in this booklet all warranties, conditions and liability implied by law are hereby excluded and Computelec Pty Ltd shall not be liable for any direct or indirect loss or damage of any kind arising from the products or your use of them (including but not limited to loss of profits and incidental or consequential loss or damage).