

# Phicom one (1) year limited product warranty

## Introduction

This is a limited warranty from Phicom (as warrantor) that gives you specific legal rights.

You may also have other rights under specific consumer protection laws and regulations – if any (referred to in this warranty as “**law**”) of the country, state or province in which the Product was purchased (“**your jurisdiction**”).

This warranty is governed by and subject to law and is not intended to and does not exclude, limit or suspend any rights you have under law. Some or all of the limitations or exclusions described below may not apply to you.

For the purposes of this warranty –

**Phicom** means Phicom Pty Ltd (ABN 62 130 625 919). (A list of Phicom authorised distributors appears at the end of this document.)

**Product** means a Phicom-branded hardware product manufactured by or for Phicom and identified by the “Phicom” trademark, trade name, or logo affixed to it.

**You** means the original end-user and retail purchaser of a Phicom Product.

Phicom reserves the right to make changes at any time to:

- (1) Product hardware and software components and specifications; and
- (2) terms and conditions governing Product use, service and repair; and
- (3) Phicom services.

Such changes are entirely at Phicom’s discretion and may involve modification, upgrade, enhancement, replacement, deletion or abandonment.

## Specific warranty obligations

Phicom warrants that its Product is free from defects in materials and workmanship under normal use for a period of one (1) year from the date of your purchase (the “**warranty period**”).

Subject to law and the conditions set out below, if a Product is defective, Phicom will decide whether to:

- (1) repair the Product at no charge, using new parts or parts that are equivalent to new in performance and reliability; or
- (2) exchange the Product with either a new product or one that is equivalent to new in performance, reliability and functionally; or
- (3) refund the purchase price of the Product,

provided that your claim is made in accordance with this warranty and is received by Phicom within the warranty period.

A replacement product or part assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides you with longer coverage.

When a Product or part or a Product is exchanged, any replacement item becomes your property and the replaced item becomes Phicom’s property. Parts provided by Phicom in fulfillment of its warranty obligation must only be used in the Product for which warranty service is claimed.

If Phicom agrees to refund the purchase price of a Product, the refund can only be paid after you have returned that Product to Phicom. All returned Products become Phicom’s property.

Phicom does not make any representation that it will be able to repair or exchange any Product without loss of or corruption to programs and data.

## Warranty exclusions and limitations

This limited warranty applies only to Phicom Products and does not apply to any non-Phicom hardware product or any software, even if packaged or sold with a Phicom Product. Manufacturers, suppliers, or publishers, other than Phicom, may provide their own warranties to you, but Phicom, in so far as permitted by law, provides its products “as is”.

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Software (including system software) distributed by Phicom with or without the Phicom brand name is not covered under this warranty. Refer to the licensing agreement accompanying such software for details of your rights and obligations concerning its use.

Phicom does not warrant that the operation of the Product will be uninterrupted or error-free. Phicom is not responsible for damage arising from failure to properly follow instructions relating to the Product's use.

This warranty does not apply to:

- (1) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or
- (2) cosmetic damage, including but not limited to scratches, dents, and worn material on ports; or
- (3) damage caused by use with non-Phicom products; or
- (4) damage caused by accident, abuse, misuse or external causes (such as earthquake, fire or flood); or
- (5) damage caused by operating the product outside the permitted or intended uses described by Phicom; or
- (6) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Phicom or a Phicom authorised service provider; or
- (7) modifications by you or someone else other than Phicom to alter Product functionality or capability without Phicom's written approval; or
- (8) any Phicom Product where its serial number has been removed or defaced.

### Important!

Opening a hardware Product may cause damage; such damage is not covered by this warranty. Only Phicom or an authorized service provider should open and perform Product service.

To the extent permitted by law:

- (1) this warranty and your rights under it are exclusive and are in lieu of any other oral, written, statutory, express or implied warranties, remedies and conditions; and
- (2) Phicom disclaims all other warranties, including but not limited to warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects.

If Phicom cannot lawfully disclaim statutory or implied warranties then, to the extent permitted by law, all such warranties will be limited in duration to the duration of the express warranty and to the repair or replacement service or refund as determined by Phicom in its absolute discretion.

No Phicom reseller, agent, or employee is authorised to make any amendment, extension, or addition to this warranty.

If any term or condition of this warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms and conditions will not be affected or impaired.

Except as provided in this warranty and to the maximum extent permitted by law, Phicom is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other class, category of head of claim, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of recovering, programming or reproducing any program or data stored in or used with the Phicom Product and any failure to maintain the confidentiality of data stored on the Product.

Phicom does not authorise use of and reliance on any Phicom product in safety-critical situations, where the failure of a Phicom product or its compromised or interrupted operation could cause or contribute to personal injury or death ("**potentially life-threatening situations**" or "**PLTS**"). For the avoidance of any doubt, Phicom does not assume liability for any risk of personal injury or death arising out of the use or misuse and operation of any of its Products in such circumstances.

Phicom may be prepared to assist you to undertake a risk management assessment and prepare a protocol for your use of Phicom Products in the context of PLTS, but always on the basis that all such

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use (including misuse) remains entirely at your risk.

It is your responsibility to identify and comply with the law governing your use of the Product applicable in each jurisdiction in which the Product is to be used.

Only those products designated by Phicom as "military grade" are authorised for use in military applications. Please refer to the specific terms and conditions of use for each Phicom Product.

### Obtaining warranty service

Before seeking warranty service, please first refer to Phicom's online help resources identified in the Product documentation.

If the Product is still not functioning properly, you should contact Phicom representatives or, if applicable, a Phicom retail store, distributor or authorized service provider.

Phicom will determine whether the Product requires service and, if so, Phicom will advise you how, where and by whom service will be performed.

It is important that you assist Phicom to diagnose issues with your Product and that you follow Phicom's warranty processes.

Service options, parts availability and response times will vary according to the place in which service is requested. Please note that service options are subject to review and change by Phicom at any time and Phicom may restrict service to be performed in the place at which the Product was originally sold.

Upon receipt of the replacement Product or part, the original Product or part becomes the property of Phicom and you agree to properly follow instructions, including, if required, arranging the return of the original Product or part to Phicom in a timely manner.

When providing service requiring the return of the original Product or part, Phicom may require a credit card authorisation as security for the retail price of the replacement Product or part and applicable shipping costs. If you follow all Phicom's instructions, Phicom will cancel the credit card authorisation, and you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Phicom will charge your credit card for the authorised amount.

If you seek service in a country that is not the country of original purchase, you must comply with relevant export requirements and be responsible for the payment of all duties, taxes, levies, fees and other charges including shipping and handling costs.

Where international service is available, Phicom may repair or exchange defective Products and parts with comparable products and parts that comply with local law.

Phicom may require you to provide proof of purchase details and/or comply with registration or other requirements before providing warranty service.

Phicom will collect, maintain and use your information in accordance with Phicom's privacy policy accessible at:

<http://www.phicom.com.au/privacy>

Recovery and reinstallation of software programs and user data are not covered under this warranty.

If your Product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures.

Phicom recommends that you keep a separate backup copy of such information. You should also disable any security passwords prior to seeking service, as the contents of your Product will be deleted and the storage media reformatted. Repaired Products will be returned configured as originally purchased, subject to updates. You will be responsible for reinstalling other software programs, data and passwords.

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## Phicom authorised distributors

### Asia Pacific

Phicom  
83 Wood Street  
Eaglehawk, VIC 3556  
Australia

Telephone: + 61 3 5446 2177  
Facsimile: + 61 3 5446 1215  
Email: [info@phicom.com.au](mailto:info@phicom.com.au)

### Europe

Phicom  
83 Wood Street  
Eaglehawk, VIC 3556  
Australia

Telephone: + 61 3 5446 2177  
Facsimile: + 61 3 5446 1215  
Email: [info@phicom.com.au](mailto:info@phicom.com.au)

Email: [info@phicom.com.au](mailto:info@phicom.com.au)

### North America

Phicom  
83 Wood Street  
Eaglehawk, VIC 3556  
Australia

Telephone: + 61 3 5446 2177  
Facsimile: + 61 3 5446 1215  
Email: [info@phicom.com.au](mailto:info@phicom.com.au)

A updated list of Phicom authorized distributors is also available online at:

[http://www.phicom.com.au/contact\\_us.php](http://www.phicom.com.au/contact_us.php)

[Phicom Limited Retail Product Warranty: Updated 0609]