

Product Warranty Sheet

PowerTune Digital

ABN 65 634 555 758

PowerTune Digital's products are manufactured to high quality standards and are put through thorough tests and inspections before they are sold to you. PowerTune Digital provides a 12 months warranty against defects in relation to the hardware components of our products on the terms of this Warranty Sheet.

PowerTune Digital Warranty Against Defects

In addition to your statutory rights and remedies, PowerTune Digital warrants that all the hardware components in its Street Dash products, Track Dash products and the derivative component products (collectively, **Products**) will be free from defects in the 12 months from the date of purchase of the Products. This warranty is called the PowerTune Digital Warranty.

Exclusions

The PowerTune Digital Warranty does not apply to the following:

- (a) (**hardware**) any hardware components manufactured by third parties, either integrated in the Products or sold together with the Products as a kit;
- (b) (**software**) any issues with the software components of the Products; and
- (c) (**installation, maintenance and use**) any issues in the Products arising out of:
 - (i) the installation of the Products;
 - (ii) regular wear and tear;
 - (iii) unauthorised modification or misuse;
 - (iv) operation outside the published environmental specifications of the Products;
 - (v) faults in the products in which the Products are embedded by you or to which the Products are connected;
 - (vi) failure to use the Products in accordance with our instruction manuals; or
 - (vii) failure to take reasonable care in relation to the Products.

Return of Goods

We will only accept returns of your Product if:

- (a) the Product is defective and you comply with the provisions of this Warranty Sheet and our terms of sale; or
- (b) we agree in writing to accept the return of your Product.

Change of mind

We do not accept change of mind returns.

Defective Product Warranty

If you consider your Product to be defective, and the 12 months has not expired since purchase in respect of:

- (a) your Product; and
- (b) the fault with your Product,

you should promptly notify us of this at the following email address:

PowerTune Digital email address:	info@powertunedigital.com
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Your email to us must include:

- (a) a full description of the fault (including images if possible); and
- (b) your evidence of purchase of the Product (**Product Receipt**).

Stop using the Product

As soon as you realise that your Product may be defective, you must immediately stop using the Product.

Once We Receive Your Email

If we determine your Product may be defective, we will either:

- (a) request you send the Product back to us, at your cost, for further inspection, including any accessories, manuals, documentation or registration shipped with the product (and you must do so if this is what we request); or
- (b) visit the location where the product is located (**'Inspection Location'**) for further inspection or to pick up the Product, at a reasonable time notified by us to you. Pick-up and inspection times are generally between 9am and 5pm, Monday to Friday. You must ensure someone attends the pick-up point at the date and time notified to you.

We reserve the right to further inspection before deeming your Product defective.

After Inspection - Warranty Doesn't Apply

If we determine in our reasonable opinion that your Product is not defective, or if:

- (a) an Exclusion applies (defined above) to your Product; or
- (b) the Product has been serviced by any person other than someone authorised by us in writing to service the Product,

then we will, in respect of the Product:

- (a) refuse your return;
- (b) not issue a refund;
- (c) if we or our personnel visited the Inspection Location to inspect the Product, leave the Product at the Inspection Location;
- (d) if you sent the Product to us for inspection, then, at your election, either:
 - (i) send the Product back to you, at your cost (we reserve the right to require payment up front in respect of any delivery cost payable by you for sending a Product to us under this clause);
 - (ii) allow for the Product to be picked up by you, at a time and location approved in writing by us; or
 - (iii) keep or dispose of the Product.

After Inspection - Warranty Does Apply

If:

- (a) we determine that your Product is faulty;
- (b) we've received a Product Receipt in respect of your Product;
- (c) no Exclusion applies to your Product; and
- (d) you have complied with the provisions of this Warranty Sheet,

then we will either:

- (a) provide you with a refund;
- (b) replace the Product within a reasonable period, at no further cost to you, at a time and a location reasonably notified to you by us; or
- (c) repair the Product within a reasonable period, at no further cost to you, at a time and a location reasonably notified to you by us.

If the problem with your Product is major, then you may choose which of the three actions above are taken. If the problem with your Product is not major, then we will choose which action to take.

If you are entitled to a refund under this Warranty Sheet and seek a refund for shipping the Product back to us for inspection, you must email us a receipt for this shipping cost at the email address above. We will not refund shipping costs without a receipt.

Guarantees at Law

If you're purchasing products from us up to the value of \$40,000.00 in Australia, then:

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.

Exclusion of other warranties and limitation of liability

To the maximum extent permitted by applicable law, all warranties other than the PowerTune Digital Warranty, express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement or a Quote are excluded.

Specifically, PowerTune Digital does not guarantee:

- (a) the accuracy of the data either displayed or provided by the electronic control unit (**ECU**) of the vehicles in which the Products are used;
- (b) the security of any data displayed by or stored in the Products;
- (c) the operation of the Product will be uninterrupted or error-free.

To the maximum extent permitted by applicable law, the maximum aggregate liability of PowerTune Digital to you in respect of loss or damage sustained by you in connection with any products sold by PowerTune Digital will be limited to the total money you paid to PowerTune Digital for its products.

PowerTune Digital will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with any products we sell, except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable law.

Specifically, PowerTune Digital will not be liable to you or a third party for any damage or loss you or a third party suffers as a result of installing PowerTune Digital to your vehicle or using the PowerTune Digital products and you use any of our products entirely at your own risk.