

PART I GENERAL TERMS AND CONDITIONS

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other Australian laws guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of Emergence consumer products sold in Australia.

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. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian laws. This Warranty gives you additional protection for your Emergence consumer product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

I. Coverage and Application

A. NewAudio Pty Ltd of 167 Wardell Road EARLWOOD NSW 2206, Australia ("NAPL") warrants that your Emergence consumer product:

- is of acceptable quality;
- does not have a latent defect.

B. For the purpose of this Warranty, an “Emergence product” is a product which:

- was manufactured by or on behalf of NewAudio Pty Ltd; and
- is used in a normal domestic environment, not a commercial environment; and
- bears a trade mark licensed by NewAudio Pty Ltd (generally “A3D”); and
- was sold directly by NAPL, by an Authorised Reseller or Distributor of NAPL; and
- was purchased in Australia,

but does not include any hardware or software which is packaged or sold with an Emergence product unless that item is incorporated into the Emergence product or, in the case of software, pre-loaded onto the Emergence product at the time of sale or that is itself an Emergence product.

II. Warranty Period

A. The period during which this Warranty is in effect will depend upon the Emergence product to which it relates. In all cases the commencement date for the period is the actual day of purchase, as reflected on the Emergence invoice, Authorised Reseller’s or Distributor’s invoice / receipt provided to you. The period during which each Emergence product which is the subject of this Warranty is covered by this Warranty is identified in Part II of this Warranty.

III. Warranty Claim

A. If you consider that the Emergence product which you have purchased is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.

B. Except where an International Product Warranty has been provided with your Emergence product, warranty service will only be provided in the specific country where the Emergence product was originally purchased. For example, if you have purchased the Emergence product within Australia, warranty service will be limited to Australia only.

C. If you purchased this product in Australia and wish to make a claim under this Warranty, you should: email sales@newaudio.com.au

D. When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Emergence product by email . A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.

E. You will not be able to gain the benefit of this Warranty without making a claim. A claim must be made within the Warranty Period. This Warranty does not cover any defects not notified to NAPL within the Warranty Period.

F. If, following receipt of a claim under this Warranty, NAPL or its agent determine that your claim in respect of an Emergence product is valid (having regard to the terms of Part II of this Warranty), and:

(a) if the goods can be repaired and the failure to comply with the warranty is not a major failure or a failure of substantial character, NAPL or its agent will either repair the Emergence product or, if authorised by NAPL, pay you for the cost of a repair of the Emergence product, or replace the Emergence product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and at no cost to you. 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;

(b) if the goods cannot be repaired or the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the goods or require NAPL to pay you compensation for any reduction in the value of the goods below the price paid or payable by you for the goods.

The standard NAPL warranty periods are set out by product in the tables in Part II of this Warranty, although each claim is assessed on its own merits. If NAPL provides you with either a replacement or refund, you immediately transfer ownership in the original NAPL part or product to NAPL. If NAPL repairs the goods, you immediately transfer ownership in any residual parts to NAPL. Any such resolution by NAPL of a claim under this Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

G. If, following receipt of a claim under this Warranty, NAPL or its agent determine that your claim in respect of an Emergence product is invalid, NAPL may charge you for any labour, parts or transport costs incurred by NAPL or its agent in assessing your claim.

IV. Warranty Transferability

A. This Warranty is transferable to a subsequent owner of an Emergence product, in the event of the sale of that product, provided that NAPL is informed in writing within a reasonable time of the sale of the subsequent owner’s name and contact details, such notice to be emailed to NAPL at: sales@newaudio.com.au The notice should identify the name of the previous owner of the Emergence product, place and date of purchase, model, make and serial number of the product. The effective transfer of this Warranty does not otherwise alter the terms of this Warranty in any way.

B. In cases of authorised product or part replacement of the original purchased Emergence product, the replacement Emergence product or part will be covered for the remainder of the original warranty period.

V. Carry-In

A. NAPL will liaise with you to determine the best way in which to inspect and, if necessary, repair the product the subject of the claim under this Warranty. Whenever possible, the product should be returned in its original carton and packing or alternatively in packing suitable to prevent damage to the product. NAPL will not accept responsibility for damage to the product during this transport caused by unsuitable or inadequate packing.

VI. Warranty Exclusions

A. This section identifies what is excluded under this Warranty.

B. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act, or the Australian Competition and Consumer Regulations 2010, and which are not expressly included in this Warranty as additional warranties or conditions are excluded.

C. This Warranty does not warrant uninterrupted or error-free operation of the Product, which is affected by system configuration, software applications, your data and operator control of the system, among other factors. Though the product is considered to be compatible with many systems, it is your responsibility to determine compatibility and integration with other products or systems.

D. This Warranty does not apply to non-Emergence hardware products or non-Emergence software products which are not incorporated into Emergence products or, in the case of software, pre-loaded onto the Emergence product at the time of sale, even if packaged or sold with Emergence hardware. Manufacturers, suppliers or publishers other than NAPL may provide their own warranties to you, but NAPL, to the extent permitted by law, provides such third-party products ‘as is’. If applicable, non-Emergence software distributed by NAPL and not pre-loaded on the product at the time of sale is not covered under this Warranty. Please refer to any licensing agreement accompanying the software for details or any purchaser rights with respect to its use.

E. This Warranty does not extend to loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation.

F. This Warranty does not cover:

- cosmetic damage such as to the exterior finish;
- minor imperfections within design specification so that do not materially alter functionality;
- reception or display problems and distortion related to noise, echo, interference or other signal transmission and delivery problems; or
- use of products, equipment, systems, utilities, services, parts supplies accessories, applications, installations, repairs, external wiring or connectors not supplied or authorised by NAPL.

G. This Warranty does not cover damage caused by:

- misuse or abusive use of the Emergence consumer product;
- incorrect operation or not following the operation instructions (as stated in the Product Operation Manual or manufacturer’s instructions provided with the Emergence product);
- improper shipment, delivery or installation;
- incorrect or improper maintenance or failure to maintain the Emergence product;
- failure to clean or improper cleaning of the product;
- incorrect voltage or non-authorised electrical connections;
- adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond NAPL’s control;
- exposure to excessive heat, moisture or dampness;
- exposure to abnormally corrosive conditions;
- use of non authorised/non-standard, defective or incompatible parts;
- computer virus;
- repair, modification or other work carried out on the Emergence product other than by Authorised Emergence Service Personnel.

H. This Warranty does not cover Emergence products purchased in an auction.

I. This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.

J. This Warranty does not cover Emergence products which, at the time you consider a claim might be made under this Warranty, do not bear the original manufacturer's factory-applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).

K. This Warranty does not cover any NAPL product which are or have been installed in a movable dwelling such as a caravan or house boat. Emergence products are not designed to be used in such moveable dwellings and their performance may be affected in such contexts.

PART II PRODUCT WARRANTY PERIODS AND SPECIAL CONDITIONS

I. Parts (Options) and Accessories Warranty

A. This part of the Warranty identifies NAPL’s preferred approach to resolving warranty claims in relation to parts and accessories.

B. The table below this sub-paragraph identifies the periods under which a claim may be made under this Warranty for replacement of a part or accessory. However, you may also have statutory rights outside of these periods. The parts and accessories are divided into those which are supplied within the box of the Emergence consumer product for which they are to be used (In-Box), and those which are supplied separately from an Emergence consumer product for use with it (Out-Box).

1. In-Box:

All Emergence parts and accessories (including batteries) purchased together with the Emergence consumer product are covered under this Warranty for a period of 6 months. Generally NAPL will replace the defective part or accessory which is the subject of the claim during this 6 month period.

You will only be able to make a claim under this Warranty for lost or missing Emergence parts and accessories if, with your claim, you are able to provide satisfactory evidence that the relevant item was missing from the box or other storage or packaging material originally supplied by NAPL.

2. Out-Box:

Parts and accessories purchased from Authorised Emergence Resellers and Distributors are generally covered under this Warranty for a 3 month to 36 month warranty period. Please refer to the specific period below.

Product	Warranty In-Box	Warranty Out-Box	Special Conditions
AS8	6 months	36 months	Accessories may differ according to particular model
Other Consumables	n/a	3 months	

II. PARTS AND LABOUR WARRANTY

Unless specified, this Warranty covers corresponding costs for parts and labour which may be required to repair the Emergence consumer product, part or accessory if NAPL or its agent repair the item under this Warranty.

III. WARRANTY BY PRODUCT TABLE

The table below in this sub-paragraph summarises NAPL's preferred approach to resolving claims under this Warranty, although each claim is assessed on its own merits. Please refer to Part I, paragraph (III)(F) for the range of NAPL's responses to a claim under this Warranty in accordance with the table below. In some instances the appropriate response to the claim will differ from the approach noted below.

Product	Warranty Period	Special Conditions
AS8	36 months	Excluding parties who rent or lease an Emergence product

PART III INTERNATIONAL WARRANTY

In the event that warranty service is required on your Emergence series and you are located outside of the country, email NAPL at sales@newaudio.com.au and NAPL will be able to provide you with warranty service. Any warranty services rendered shall be in a manner consistent with the terms and conditions of the Emergence Series. Warranty services performed, if made available, may take longer than if performed if you were in Australia.

Please note the Customer shall be responsible for settling all customs fees associated with the transport, and the cost of delivery to Australia. NAPL will pay return transport fees only. The method of shipment of the Emergence Product shall be at NAPL’s discretion. Liability for goods in transit shall be with the shipping party.