

Australian Consumer Law

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 for 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.

Repair Notice

We are required under Australian Consumer Law to provide consumers in Australia with the following information prior to accepting your product for repair.

1. Loss of Stored Data
The repair of goods capable of retaining user-generated data may result in the loss of data stored on those goods.
2. Use of Refurbished Parts
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.

Warranty Period

The period during which is in effect will depend upon the product to which it relates. In all cases the commencement date for the warranty period is the actual day of purchase, as reflected by the invoice/receipt provided to you. The table below supplies the warranty period for each class of good. The warranty period specified is valid at the time of purchase and is not amended by future changes in the policy.

BMC G3 A20 CPAP Machine	BMC Luna G2 CPAP Machine	BMC BPAP Devices	BMC CPAP Masks	ResMed PAP Devices	ResMed Masks
5 Years	3 Years	2 Years	6 Months	2 years	90 Days

Limited Warranty

CPAP Organisation Pty Ltd warrants that the device shall be free from defects of workmanship and materials and will perform in accordance with the product specifications for the period specified in the above table. If the product does not perform in accordance with the product specifications, CPAP Organisation Pty Ltd will repair or replace, at its option, the defective material or part. This warranty does not cover damage caused by accident, misuse, abuse, alteration, and other defects not related to material or workmanship. CPAP Organisation Pty Ltd disclaims all liability for economic loss, loss of profits, overhead or consequential damages which may be claimed to arise from any sale or use of this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Obtaining Warranty Service

If you require service for your CPAP Organisation Pty Ltd product, you can send your enquiry via <https://cpaporg.com.au/pages/contact-us> for a prompt response. Alternatively, you can contact CPAP Organisation Pty Ltd between 9:00am and 2:30pm, Monday to Friday (excluding public holidays) by calling 1300 870 600.

Warranty Conditions and Exclusions

This warranty does not extend to any product purchased from other than an CPAP Organisation Pty Ltd Authorised Reseller. This warranty does not apply and, at CPAP Organisation Pty Ltd 's option, becomes void if the product has been physically damaged or rendered defective: (a) as a result of accident, misuse, or abuse, or other circumstances beyond CPAP Organisation Pty Ltd 's control; (b) by the use of parts or peripherals not manufactured or supplied by CPAP Organisation Pty Ltd ; (c) as a result of normal wear and tear; (d) by use within an improper operating environment; (e) by modification of the product; (f) by the serial number being removed or defaced; (g) as a result of service rendered by anyone other than an CPAP Organisation Pty Ltd; or (h) as a result of the product being operated otherwise than in accordance with the Manufacturer's instructions.

Limitation Of Liability

In Australia: Provisions of the Competition and Consumer Act 2010 (Commonwealth) as amended and other State legislation may imply warranties or conditions or impose obligations upon CPAP Organisation Pty Ltd which cannot, in whole or in part, be excluded, restricted, or modified. To the extent permitted by law, CPAP Organisation Pty Ltd 's liability (if any) arising out of or in relation to the products or services supplied by CPAP Organisation Pty Ltd shall be limited, as its option, to:

a) in the case of products, the replacement or repair of the products or the supply of equivalent products, or the payment of the cost of replacing the products or having the products repaired or of acquiring equivalent products; and b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

This limited warranty does not cover:

1. any damage caused as a result of improper use, abuse, modification, or alteration of the product.
2. repairs carried out by any service organisation that has not been expressly authorised by CPAP Organisation Pty Ltd to perform such repairs.
3. any damage or contamination due to cigarette, pipe, cigar, or other smoke and
4. any damage caused by exposure to ozone, activated oxygen or other gasses.

This limited warranty is void on product sold, or resold, outside the region of original purchase. Limited warranty claims on defective product must be made by the first consumer at the point of purchase as specified.

This limited warranty is only available to the first consumer. It is not transferable.

CPAP Organisation Pty Ltd shall not be responsible for any incidental or consequential damages claimed to have resulted from the sale, installation, or use of any CPAP Organisation Pty Ltd product.

CPAP Organisation Pty Ltd's Privacy Policy

The information you supply will be kept confidential and used to support your customer relationship with CPAP Organisation Pty Ltd. CPAP Organisation Pty Ltd will not share your personal information to any outside organisation for its use in marketing or solicitation without your consent. Your information may be shared with agents or contractors of CPAP Organisation Pty Ltd for the purpose of performing services for CPAP Organisation Pty Ltd.

WARRANTY POLICY

For example, if we need to ship something to you, we must share your name and address with a shipping company. We also provide third party agents with the minimum amount of information needed to complete the requested service or transaction.

Customers should print this Warranty Policy, complete the details below and store with their receipt.

Product Purchased _____

Date Purchased _____

Serial No. _____

CPAP Organisation Pty Ltd. A.B.N 62 638 472 036
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(Opening hours, Mon-Fri 9am-2:30pm AEST)