

# Warranty Terms and Conditions

1. This warranty is given by New Aim Pty Ltd ("Warrantor", "us", "we") of Unit 4/313 Arden Street, Kensington, Victoria and applies **only** to products where a 1 year, 2 year, 3 year, or 5 year warranty against defects is expressly stated as given in connection with the product listing on ebay.com.au. (the "specified warranty period").
2. This warranty and its terms are given to the named purchaser or buyer of the product to which this warranty applies ("you"), and is not transferable to any other person.
3. 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 ("Consumer guarantees").
4. These consumer guarantees are different to, and separate from, this warranty, which is given voluntarily by the Warrantor. The time limit of consumer guarantees varies depending on the price and quality of the goods and may extend beyond this warranty or any applicable warranty provided by the manufacturer of the goods.
5. This warranty applies in addition to other rights and remedies you may have under the Australian Consumer Law or any other law.
6. Subject to the terms and conditions of this warranty, where your goods are defective within the specified warranty period, the Warrantor agrees to provide you with a replacement (where available) or a store credit or a refund for the full amount of the purchase price if a replacement is unavailable.
7. The specified warranty period commences on the date the product is delivered to your nominated delivery address. Where no proof of delivery is available, the specified warranty period commences upon receipt of the goods by you or 3 days from the date the goods are despatched to you.
8. In the event you require assistance, please contact Customer Service:

via email: [cs@ozplaza-vic.com.au](mailto:cs@ozplaza-vic.com.au)

or write to us at:

Customer Service  
Unit 4/313 Arden Street, Kensington, Victoria 3031

\*Please do not mail goods to this address, as we do not have facilities to accept returns at this address. Instructions for returning goods are provided by Customer Service.

9. All warranty claims must be directed through Customer Service. **Please do not return or post items before obtaining instructions from Customer Service - if you do, there is a risk that your returned item may not be identifiable and your claim may not be accepted.** In order to make a claim, please be prepared to provide Customer Service with:
  1. details of the defect or damage in relation to which you are making a claim under the warranty;
  2. photographic evidence of the defect or damage, where applicable;
  3. your ebay user id. and any other proof of purchase; and
  4. any other details we may need to process your claim.
  
10. If you are entitled to make a claim under this warranty, Customer Service will provide you with instructions as to how the goods are to be returned at our expense (you will either be reimbursed for standard postage or, for larger items, we will organise a courier to collect the item). Unless otherwise required by law, you will bear any other costs incurred in making a claim under this warranty.
  
11. Where a purchased item is damaged or defective at time of delivery, you must contact Customer Service before using the item. Customer Service will provide further assistance in relation to making your claim under this warranty.
  
12. You must comply with all return instructions provided to you via your registered email address when making a claim under this warranty.
  
13. Where goods returned under this warranty are found to not be defective, we reserve the right of reimbursement by you for retrieval or postage costs incurred by us in relation to the goods, and a re-stocking fee equal to 10% of the purchase price of the good paid (being our estimate of our reasonable costs incurred as a result). In such cases, you agree that we may hold your goods until such payment is received by us.
  
14. This warranty will not apply in circumstances where:

1. the goods have not been installed, maintained, operated or used in accordance with the manufacturer's instructions or any other specifications provided with the goods;
  2. where damage or defects are caused by deliberate or negligent misuse or abuse, physical alteration, fire, liquid spillage, use of incorrect voltage, power surges or dips, thunderstorm activity, force majeure, voltage supply problems, tampering or unauthorised repairs by any persons, use of defective or incompatible accessories, computer viruses, corrosive conditions or introduction by an insect, pest or other foreign body;
  3. where damage results from any third party software or hardware not provided by us;
  4. where items are lost or stolen; and
  5. in relation to repairs of batteries, where the batteries have not been used in accordance with specifications or they expire by normal use.
15. Our liability under this warranty shall not exceed the amount of the purchase price of the goods or the replacement of the goods with the same or a similar product, and expressly excludes any additional or consequential loss or damage suffered by you or any third party to the fullest extent permissible by law.
16. In the event that storage media ordered from us becomes faulty, fails or otherwise detrimentally affects software or data stored on it, except as required by law, we are not to be held liable for any loss or damage to the software or data, howsoever arising.
17. You should maintain a backup of all software and data stored on your devices. If you return media (such as a hard disc drive), whether separately or as a part of a larger electronic or computing product, to us for any reason, including for replacement or repair, we will not be responsible for any software or data stored on the media. We make no

representation that we will be able to repair or replace any product without risk to or loss of the software or data.