



GH88-40180A
Rev. 2.0

WARRANTY FOR SAMSUNG PRODUCTS (AUSTRALIA ONLY) (GALAXY GEAR AND ACCESSORIES)

PART I GENERAL TERMS AND CONDITIONS

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain rights to consumers. These laws give you the following legal rights in relation to the quality and fitness for purpose of Samsung 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 Samsung products. It is a practical approach to resolving warranty disputes which will be used as a guide for all parties, subject to the exclusions, terms and conditions below.

I. Coverage and Application

A. Samsung Electronics Australia Pty Ltd of 3 Murray Regis Avenue Homebush Bay NSW 2127 ("Samsung") warrants that your Samsung

product:

- is of acceptable quality;
- does not have a latent defect;
- B. For the purpose of this Warranty, a "Samsung product" is a product which:
 - was manufactured by or on behalf of Samsung and
 - bears a trade mark owned or used by Samsung (generally "SAMSUNG"); and
 - was sold by an Authorised Reseller or Distributor of Samsung; and
 - was purchased in Australia,

but does not include any hardware or software which is packaged or sold with a Samsung product unless that is itself a Samsung product or that item is incorporated into the Samsung product or, in the case of software, pre-loaded onto the Samsung product at the time of sale. It does not include a Samsung Mobile Computer, which is subject to its own additional Samsung warranty.

II. Warranty Period

A. The period during which this Warranty is in effect will depend upon the Samsung product to which it relates. In all cases the commencement date for the period is the actual day of purchase, as indicated on the receipt for the product. The period of the Warranty provided to you. The period during which each Samsung 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 Samsung 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 Samsung product, warranty service will only be provided in Australia for Samsung products purchased in Australia. For example, if you have purchased the Samsung 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:

- contact 1300 362 603;
- visit the nearest Samsung Customer Service Plaza; or
- visit www.samsung.com/au.

PRODUCT ONLINE REGISTRATION

You can register your product online at www.samsung.com/au. While registration is not necessary to make a claim under this Warranty, it may assist Samsung to process any claim which you may make more quickly.

D. When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Samsung product, or receipt, to Samsung. If you do not have this document, your claim will not be 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 Samsung within the Warranty Period, although you may have statutory rights outside of the Warranty Period.

F. If, following receipt of a claim under this Warranty, Samsung or its agent determine that your claim in respect of a Samsung 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, Samsung or its agent will either repair the Samsung product or, if authorised by Samsung, pay you for the cost of a repair of the Samsung product, or replace the Samsung 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
- (b) if the goods cannot be repaired, or the cost of repair may be replaced by refurbished goods of the same type with equal or greater functionality rather than being repaired. Refurbished parts may be used to repair the goods; or
- (b) if the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the goods or require Samsung 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 Samsung warranty periods are set out by product type in the tables in Part II of this Warranty, although each claim is assessed on its own merits and you may have statutory rights outside of the Warranty Period. If Samsung provides you with

either a replacement or refund, you immediately transfer ownership in the original Samsung product or part to Samsung. If Samsung repairs the goods, you immediately transfer ownership in any residual parts to Samsung. Any such resolution by Samsung 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, Samsung or its agent determine that your claim in respect of a Samsung product is invalid, Samsung may charge you for any labour, parts or transport costs incurred by Samsung or its agent in assessing your claim.

Warranty Transferability

A. This Warranty is transferable to a subsequent owner of a Samsung product, in the event that you, the product, or the packaging of the product is sold, transferred, gifted, or otherwise disposed of. Such transfers must be in writing with a copy of the purchase of the subsequent owner's name and contact details, such notice to be provided to Samsung at: www.samsung.com/au

The notice should identify the name of the previous owner of the Samsung 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 Samsung product, the replacement Samsung product will be subject to the remainder of the original Warranty period for the months, whichever is the greater. You may have statutory rights in

respect of a replacement product or part outside of this period.

V. Carry-In repairs

A. If you wish to make a claim in relation to a Samsung product, please bring, or send, that Samsung product to the nearest Samsung Customer Care Centre. The cost of the repair, including the cost of which will be borne by Samsung. If your claim is determined to be valid pursuant to Part 1 of 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.

Samsung will not accept responsibility for damage to the product during the transport caused by unsuitable or inadequate packing.

B. If you believe that it is not reasonable for you to bring or send the Samsung product to a Samsung Customer Service Plaza or an authorised repair service centre, Samsung will liaise with you to determine the best way in which to inspect and, if necessary, repair the Samsung product the subject of the claim under this Warranty.

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 extend to loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation. The exclusion for loss caused by water (liquid spillage or

ingress) does not apply to the Samsung Gear 2, Samsung Gear 2 Neo and Samsung Gear Fit, except in the circumstances outlined in D below.

D. This Warranty does not cover damage caused by:

- misuse or abusive use of the Samsung product, including physical abuse;
- incorrect operation or not following the operation instructions (as stated in the Product Operation Manual or manufacturer's instructions provided with the Samsung product);
- improper installation;
- incorrect or improper maintenance or failure to maintain the Samsung product;
- failure to clean or improper cleaning of the product;
- 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 Samsung's control;
- exposure to excessive heat, moisture or dampness;
- use of abnormally corrosive conditions;
- use of non authorised/non-standard, defective or incompatible parts;
- password setting/resetting and computer virus;
- repair, modification or other work carried out on the Samsung product other than by Authorised Samsung Service Personnel.

E. This Warranty does not cover Samsung products purchased in an auction.

F. If the Samsung product you are using has been rented or leased by

you and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.

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

H. This Warranty does not cover Samsung 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 and IMEI number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).

I. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. **Please note that the repair of goods may result in loss of data.**

J. This Warranty does not cover any defects not notified to Samsung within the Warranty Period. However, you may also have statutory rights outside of the Warranty Period.

PART II PRODUCT WARRANTY PERIODS

I. Parts (Options) Warranty

A. This part of the Warranty identifies Samsung'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 Samsung product for which

they are to be used (In-Box), and those which are supplied separately from a Samsung product for use with it (Out-Box).

1. In-Box:

- All Samsung parts and accessories (including batteries) purchased together with the Samsung product are covered under this Warranty for the period specified in the table below. Generally Samsung will replace the defective part or accessory which is the subject of the claim during this period.
- You will only be able to make a claim under this Warranty for lost or missing Samsung parts and accessories if you can show evidence that the defective part or accessory was not the original material supplied by Samsung.

2. Out-Box:

- Parts and accessories purchased from Authorised Samsung Resellers and Distributors are generally covered under this warranty. Please refer to the specific period below.

Product	Warranty Period	
	In-Box	Out-Box
Galaxy Gear Accessories		
Bluetooth Headsets, Docs and other functional accessories	12 Months	12 Months
Case (cover, pouch)	3 Months	3 Months
Other Accessories	6 Months	6 Months

II. PARTS AND LABOUR WARRANTY

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

III. WARRANTY BY PRODUCT TABLE

The table below in this sub-paragraph summarises the standard Samsung warranty period for resolving claims under this Warranty, although each claim is assessed on its own merits. You may have statutory rights outside of the Warranty Period. Please refer to Part 1, paragraph (iii)(f) for the range of Samsung's responses to a claim under the Warranty. The evidence which you are able to show in instances where the response to the claim will differ from the warranty period noted below.

Product	Warranty Period
Gear Devices	24 Months