PART I GENERAL TERMS AND CONDITIONS

I. Coverage and Application

A. The Warranty applies to Samsung products sold, distributed, or manufactured by Samsung Electronic Australia (the “Company”), and its Authorised Resellers or Distributors (the “Reseller” or “Distributor”) in Australia to the first consumer purchaser of a Samsung product for their home or household use. This Warranty does not apply to products which are sold as “reconditioned” or “refurbished”. For Samsung products purchased from resellers other than Authorised Resellers or Distributors of Samsung, such products will be warranted only by the reseller from whom purchased. For an Authorised Reseller or Distributor invoice/ receipt provided to you. The period during which this Warranty is in effect will depend upon the country where the Samsung product was originally purchased. For example, your Samsung product, warranty service will only be provided in the specific country where the product was originally purchased. Except where an International Product Warranty has been provided with the Samsung product to which it relates. In all cases the commencement date of this Warranty is the date of manufacture of the product to which this Warranty relates. You are also entitled to have the goods repaired or replaced if the goods are not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you by Australian Consumer Law. This Warranty is in addition to any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

3. Exclusions

A. This Warranty does not cover or apply to:

i. Samsung products which have not been purchased from an Authorised Reseller or Distributor, or which have been purchased and subsequently resold on a second-hand basis.

ii. Samsung products which have, in the opinion of Samsung, been misused, tampered with, or have been involved in an accident.

iii. Samsung products which have been subject to repair or attempted repair by anyone other than Samsung or an Authorised Reseller or Distributor, or which have had the serial number or the date code altered, defaced or removed.

iv. Samsung products whose accessories, parts or software (other than those provided by Samsung) do not conform to Samsung specifications.

v. Samsung products which require routine maintenance such as battery replacement, cleaning or re-calibration.

vi. Samsung products whose hardware or software is not compatible with changes to, or updates of, hardware or software of other manufacturers.

vii. Samsung products which are installed, operated or maintained in accordance with the instructions provided by Samsung or an Authorised Reseller or Distributor, or which have been subject to abnormal use, misuse, neglect, accident, improper installation, or operation or storage in abnormal conditions.

viii. Samsung products for which Samsung, or your Reseller or Distributor, has not received full payment.

ix. Samsung products which have had their appearance degraded by stickers, tape, etc.

x. Samsung products which have a serial number altered, defaced, or removed.

B. This Warranty does not cover or apply to:

i. Samsung products which are not manufactured, sold, distributed, or imported by Samsung.

ii. Samsung products which have been supported by a commercial warranty or a service warranty.

iii. Samsung products which are sold as “reconditioned” or “refurbished”.

iv. Samsung products which have been used for commercial, professional or revenue-generating purposes.

v. Samsung products which are not sold, distributed, or imported by Samsung in Australia.

vi. Samsung products which do not comply with current applicable safety standards, or which have been modified to do so.

vii. Samsung products which have been subject to repair or attempted repair by anyone other than Samsung or an Authorised Reseller or Distributor, or which have had the serial number or the date code altered, defaced or removed.

C. Samsung products whose defects or malfunctions are caused by actions or omissions of third parties, including, but not limited to, mishandling, improper installation, modification, maintenance, alteration, or adjustment by anyone other than Samsung, or employees or agents of an Authorised Reseller or Distributor.

D. Samsung products whose defects or malfunctions are caused by an act of God, including, but not limited to, lightning or other natural or supernatural events.

E. Samsung products which have been subjected to abnormal usage or have been used for commercial, professional or revenue-generating purposes.

F. Samsung products which have been operated, maintained, stored or installed in accordance with the instructions provided by Samsung or an Authorised Reseller or Distributor.

G. Samsung products which are not of acceptable quality, are not of substantial character, or are otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you by Australian Consumer Law.

II. Warranty Period

A. Samsung products are covered by this Warranty for a period of one (1) year from the date of manufacture of the product to which this Warranty relates. The effective transfer of this Warranty does not otherwise alter the terms and conditions of the warranty contained herein. "Part II of this Warranty contains information as to the end user's obligations in respect of a claim under this Warranty. The notice should identify the name of the previous owner of the Samsung product to which the Warranty relates. The Warranty Period will commence on the date of manufacture of the product to which this Warranty relates. If you believe that it is not reasonable for you to bring or send the Samsung product to a Samsung Authorised Service Location, you must provide Samsung with the initial contact details of the subsequent owner of the Samsung product for Samsung to seek to recover it, or to ensure that it is recovered. If Samsung is not able to recover the Samsung product, you will not be able to gain the benefit of this Warranty unless and until that proof of purchase is provided. This does not detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

B. In cases of authorised product or part replacement of the original purchased Samsung product, the replacement Samsung product will be warranted only to the extent and for the remaining period of time remaining on the original Samsung product warranty. If you wish to make a claim in relation to a Samsung product, please bring, notify or send, that Samsung product to the nearest Samsung Customer Service Centre in writing within a reasonable time of the sale of the subsequent owner’s Samsung product. 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. If a Samsung product is repaired or replaced for reasons other than those stated above, the Warranty Period of the repaired or replaced product will not be extended. A copy of this Warranty does not have to be presented when making a claim. A claim must be made within the Warranty Period. If a claim is not made within the Warranty Period, Samsung will not accept responsibility for damage to the product during that period. The standard Samsung warranty periods are set out by product type in the Part II of the Warranty. Although such claims may be made on or after the Warranty Period, Samsung will not accept responsibility for damage to the product during the period. If Samsung provides you with a replacement or enjoyable, you should retain the original Samsung product and continue to benefit from any remaining Warranty period on the original Samsung product. In all cases the commencement date of this Warranty is the date of manufacture of the product to which this Warranty relates. This Warranty is in addition to any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

C. Claim Resolution

A. If you wish to make a claim in respect of a Samsung product, you may do so by bringing, notifying or sending, that Samsung product to the nearest Samsung Customer Service Centre in writing within a reasonable time of the sale of the subsequent owner’s Samsung product. 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. If a Samsung product is repaired or replaced for reasons other than those stated above, the Warranty Period of the repaired or replaced product will not be extended. A copy of this Warranty does not have to be presented when making a claim. A claim must be made within the Warranty Period. If a claim is not made within the Warranty Period, Samsung will not accept responsibility for damage to the product during that period. The standard Samsung warranty periods are set out by product type in the Part II of the Warranty. Although such claims may be made on or after the Warranty Period, Samsung will not accept responsibility for damage to the product during the period. If Samsung provides you with a replacement or enjoyable, you should retain the original Samsung product and continue to benefit from any remaining Warranty period on the original Samsung product. In all cases the commencement date of this Warranty is the date of manufacture of the product to which this Warranty relates. This Warranty is in addition to any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

B. If you believe that it is not reasonable for you to bring or send the Samsung product to a Samsung Authorised Service Location, you must provide Samsung with the initial contact details of the subsequent owner of the Samsung product for Samsung to seek to recover it, or to ensure that it is recovered. If Samsung is not able to recover the Samsung product, you will not be able to gain the benefit of this Warranty unless and until that proof of purchase is provided. This does not detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.
A. This section identifies what is excluded under this Warranty.

VI. Warranty Exclusions

C. does not apply to

1. improper installation;
2. password setting/resetting and computer virus;
3. use of non-authorised/non-standard, defective or incompatible parts;
4. exposure to abnormally corrosive conditions;
5. exposure to excessive heat, moisture or dampness;
6. failure to clean or improper cleaning of the product;
7. water (liquid spillage or ingression);
8. activity, acts of God, acts of terrorism, damage caused by vermin, or any failure to maintain the Samsung product according to the manual (this has been repaired and styled off all affected).

When you use the box of any data card that was put inside the box of the Samsung product for which they are to be used, you shall be responsible for backing up and protecting data stored thereon. Please note that the repair of the product cannot be performed for the reason that the data card is damaged.

For the avoidance of any doubts, the following conditions are excluded.

a. incorrect operation or not following the operation instructions (including glue shut & post);

b. incorrect or improper maintenance or failure to maintain the Samsung product according to the manual;

c. the Samsung product you are using has been lost or stolen or used for which it was not intended;

d. the Samsung product you are using has been rented or leased by you, or if the Samsung product you are using has been purchased second-hand or used.

I. Parts (Options) and Accessories Warranty

B. This Warranty does not cover the loss of any data howsoever stored on the Samsung product.

J. The exclusion for loss caused by water (liquid spillage or ingression) does not apply to a Samsung product with a water resistant rating or to the box or other storage or packaging material originally supplied by Samsung.

If you consider a claim might be made under this Warranty, do not return the Samsung product to the rental or leasing company immediately and will not handle the matter. However, you may also have statutory rights outside of these periods. The parts and accessories are divided into those which are supplied as part of a Samsung product and those which are dealt with exclusively under Part II, IV, and V.

This Warranty form must be submitted to the rental or leasing company immediately and will not handle the matter.

If the Samsung product you are using has been lost or stolen or used for which it was not intended, you shall be responsible for backing up and protecting data stored thereon. Please note that the repair of the product cannot be performed for the reason that the data card is damaged.

Please note that the repair of the product cannot be performed for the reason that the data card is damaged.

When you use the box of any data card that was put inside the box of the Samsung product for which they are to be used, you shall be responsible for backing up and protecting data stored thereon. Please note that the repair of the product cannot be performed for the reason that the data card is damaged.