PART I
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. “Warranty” is defined as the period during which Samsung guarantees your Samsung product is of acceptable quality and fitness for purpose of Samsung products sold in Australia. In Australia, your Samsung product guarantees, under the Australian Consumer Law (as defined below), are specified in Part II of this Warranty. Where the Samsung product sold includes software, that software is also warranted for a limited period of six months from the date of purchase, the terms of which are set out in Part II of this Warranty. Samsung bears a trade mark owned or used by Samsung (generally “SAMSUNG”); bears a valid Samsung warranty for the Samsung product sold in Australia and other warranty laws in Australia guarantee certain conditions, warranties, and rights that are available to you. The Samsung product as sold in Australia is warranted to be free from major defects and is of acceptable quality.

2. Australian Consumer Law

2.1. This Warranty is subject to the Australian Consumer Law. The Australian Consumer Law applies to the sale and supply of products and services in Australia. The Australian Consumer Law gives you a number of guarantees about the products and services you buy. This Warranty is additional to the guarantees under the Australian Consumer Law. Samsung reserves the right to modify or terminate this Warranty at any time without notice and without liability to you. This Warranty will apply to the Samsung products sold in Australia. If any part of this Warranty is not enforceable under the Australian Consumer Law, the remainder of this Warranty will continue to operate without it. The Australian Consumer Law guarantees certain conditions, warranties, and rights that are available to you. The Samsung product as sold in Australia is warranted to be free from major defects and is of acceptable quality.

3. Coverage and Application

3.1. Everyone who purchases a Samsung product in Australia is covered by this Warranty. This Warranty is not transferable to a subsequent owner of a Samsung product, without Samsung’s permission. If you sell or transfer ownership of your Samsung product, Samsung does not have to be notified of the sale or transfer in order for the Warranty to remain in effect. Warranty coverage will terminate when the original owner ceases to be the owner of the Samsung product.

4. Waiver of Liability

4.1. Samsung shall not be liable for any indirect, incidental, or consequential damages, including, but not limited to, loss of income, profits, or goodwill, arising from a purported breach of any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of any third party right. Samsung is not liable for any damages arising from interruption of service, delays in service, or loss of data.

5. Disclaimers

5.1. Samsung makes no representations or warranties, whether express or implied, with respect to any Samsung products sold in Australia. The Australian Consumer Law guarantees certain conditions, warranties, and rights that are available to you. The Samsung product as sold in Australia is warranted to be free from major defects and is of acceptable quality.

6. Limitation of Liability

6.1. This Warranty only provides that Samsung will repair, replace, or refund the Samsung product, at its option, if the Samsung product is defective or does not conform to the Samsung product specifications. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung is not responsible for any damages or damages to the Samsung product caused by the use of third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung is not responsible for any damages or damages to the Samsung product caused by the use of third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warranty that the Samsung product will be compatible with any third party software or any hardware or software which is packaged or sold separately from the Samsung product.

7. Termination

7.1. This Warranty is not transferable to a subsequent owner of a Samsung product, without Samsung’s permission. If you sell or transfer ownership of your Samsung product, Samsung does not have to be notified of the sale or transfer in order for the Warranty to remain in effect. Warranty coverage will terminate when the original owner ceases to be the owner of the Samsung product. If any part of this Warranty is not enforceable under the Australian Consumer Law, the remainder of this Warranty will continue to operate without it. This Warranty only provides that Samsung will repair, replace, or refund the Samsung product, at its option, if the Samsung product is defective or does not conform to the Samsung product specifications. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung is not responsible for any damages or damages to the Samsung product caused by the use of third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warrant any third party software or any hardware or software which is packaged or sold separately from the Samsung product. Samsung does not warranty that the Samsung product will be compatible with any third party software or any hardware or software which is packaged or sold separately from the Samsung product.

8. Warranty Period

8.1. The warranty period is the actual day of purchase, as reflected on the Authorised Sales/Service outlet, Samsung will liaise with you to determine the best way in which to service the Samsung product. If the Samsung product is returned to a Samsung Customer Service Plaza or to an authorised repair service centre, the Samsung product will be repaired, replaced, or refunded in accordance with the terms and conditions of this Warranty. Any such resolution by Samsung of a claim under this Warranty by you bears a trade mark owned or used by Samsung (generally “SAMSUNG”); bears a valid Samsung warranty for the Samsung product sold in Australia and other warranty laws in Australia guarantee certain conditions, warranties, and rights that are available to you. The Samsung product as sold in Australia is warranted to be free from major defects and is of acceptable quality.

9. Warranty Service

9.1. Samsung will make all efforts to fix the Samsung product. In the event of the sale of the subject of the claim under this Warranty, Samsung will liaise with you to determine the best way in which to service the Samsung product. If the Samsung product is returned to a Samsung Customer Service Plaza or to an authorised repair service centre, the Samsung product will be repaired, replaced, or refunded in accordance with the terms and conditions of this Warranty. Any such resolution by Samsung of a claim under this Warranty by you bears a trade mark owned or used by Samsung (generally “SAMSUNG”); bears a valid Samsung warranty for the Samsung product sold in Australia and other warranty laws in Australia guarantee certain conditions, warranties, and rights that are available to you. The Samsung product as sold in Australia is warranted to be free from major defects and is of acceptable quality.
This Warranty does not cover the de-installation and re-installation of the product.

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.

This Warranty does not cover Samsung products which, at the time you consider a claim might be made under this Warranty, you should refer the following information to the service technician. For health and safety reasons, the Samsung product must be uninstalled and at floor level for accessibility by the service technician. 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.

This Warranty does not cover service costs in replacing and maintaining Samsung Signage Solution Software.

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

This Warranty does not cover Samsung products which are to be used on a ship, in a vehicle or in any other vehicle or moving structure.

This Warranty does not cover Samsung products purchased from non-Australian retail outlets.

This Warranty does not cover Samsung products which, at the time you consider a claim might be made under this Warranty, you should refer the following information to the service technician. You will only be able to make a claim under this Warranty for lost or missing Samsung parts and accessories if, with your claim, you are able to provide evidence that you own the Windows or Macintosh operating system on which the software was installed in the original manner and which has not been altered in any manner through illegal methods, through the use or addition of any unauthorised third party software or through the use of unauthorised Samsung or third party software. (MagicInfo Series) n/a 90 days

Samsung product for which they are to be used (in the Product Operation Manual or manufacturer’s instructions provided with the Samsung product).

You will only be able to make a claim under this Warranty for replacement of a part or accessory. You may have statutory rights outside of the Warranty Period.

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Commercial Large Format DID (Digital Signage) Products

Authorized Samsung Service Personnel will pick up and take the product for further testing at one of our service centres.

This section identifies what is excluded under this Warranty.

As an express exclusion, this Warranty does not cover the de-installation and re-installation of the Samsung product.

This Warranty does not cover service costs in replacing and maintaining the Samsung product. This Warranty does not cover any software not packaged or sold with the Samsung product. You will only be able to make a claim under this Warranty for replacement of a part or accessory.

As an express exclusion, this Warranty does not cover Samsung products which, at the time you consider a claim might be made under this Warranty, you should refer the following information to the service technician. You will only be able to make a claim under this Warranty for replacement of a part or accessory.

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