WARRANTY FOR SAMSUNG PRODUCTS (AUSTRALIA ONLY) (SMARTTHINGS)

PART I GENERAL TERMS AND CONDITIONS

The Australian Competition and Consumer Act (2010) (Cth) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain conditions, warranties and undertakings, and give you other 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 they 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 product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

I. Coverage and Application

A. Samsung Electronics Australia Pty Ltd of 3 Murray Rose Avenue, Sydney Olympic Park NSW 2127, Australia ("Samsung") warrants that your Samsung product will:

• be 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 itself is 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.

C. The content of this Warranty overrides the warranty terms and conditions contained in any additional document that may be found in the packaging for the Samsung products covered by this 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 reflected on the Authorised-Reseller’s or Distributor’s invoice / receipt provided to you.

B. If you purchased the Samsung product within Australia, warranty service will be limited to Australia only.

IV. Warranty Transferability

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 Samsung product, Samsung will be subject to the remainder of the original Warranty Period or three months, whichever is the greater. Where the goods fail to be of acceptable quality 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 authorised service centre for assessment of the fault which you believe was caused by Samsung if your claim is determined to be valid pursuant to Part I 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.

C. Samsung will not accept responsibility for damage to the product during this 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 authorised service location, Samsung will undertake, at its discretion, to determine the best way in which to inspect and, if necessary, repair the Samsung product at your expense.

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. Unless stated otherwise, this Warranty does not extend to loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vandalism or insect infestation. The exclusion for loss caused by water (liquid spillage or ingress) does not apply to a Samsung product with a water resistant rating or certification, subject to paragraph (g) 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 (including in the Product Operation Manual or manufacturer’s instructions provided in connection with the Samsung product), including using a water resistant Samsung product in a manner that is contrary to the relevant rating or certification;
• improper installation;
• incorrect or improper maintenance or failure to maintain the Samsung product;
• failure to clean or improper cleaning of the product;
• incorrect voltage or non-authorised electrical connections;
• adverse external conditions such as power surges and dips, thermal term 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;
• exposure to abnormally corrosive conditions;
• use of non-authorised or incompatible diagnostic software or program;
• password setting / resetting and computer virus;
• installation of custom software;
• modification of utilities software or data carried out on the Samsung product other than by Authorised Samsung Service Personnel; and
• any damage caused by micro sim where the product is not specifically designed to accept them.

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

G. 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 should handle the matter.

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

I. This Warranty does not cover Samsung products which include software (including the operating system) installed on the original Samsung product or pre-loaded onto the Samsung product at the time of purchase. The software that is pre-installed onto the Samsung product at the time of sale includes but is not limited to the following:

• a list of applications and accessories available from the Samsung applications store, and
• a list of applications and services that are pre-installed onto the Samsung product at the time of purchase.

J. 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.

PART II PRODUCT WARRANTY PERIODS AND SPECIAL CONSIDERATIONS

I. Parts (Options) and Accessories

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
II. Parts and Labour Warranty

• 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 satisfactory evidence that the relevant item was missing from the box or other storage or packaging material originally 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.

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 repairs the item under this Warranty.

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 I, paragraph (III)(F) for the range of Samsung’s responses to a claim under this Warranty in accordance with the table below. In some instances the appropriate response to the claim will differ from the warranty period noted below.

<table>
<thead>
<tr>
<th>Product</th>
<th>Warranty Period</th>
<th>Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batteries</td>
<td>6 months</td>
<td>N/A</td>
</tr>
<tr>
<td>SmartThings Wi-Fi/Hub</td>
<td>12 months</td>
<td>N/A</td>
</tr>
<tr>
<td>SmartThings Sensors</td>
<td>12 months</td>
<td>This warranty period does not apply to batteries, which are dealt with exclusively under Part II, paragraph (B)</td>
</tr>
</tbody>
</table>

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 I, paragraph (III)(F) for the range of Samsung’s responses to a claim under this Warranty in accordance with the table below. In some instances the appropriate response to the claim will differ from the warranty period noted below.

Safety Instructions

• Read, keep, and follow these instructions. Heed all warnings.

• WARNING – KEEP BATTERIES OUT OF REACH OF CHILDREN

• Swallowing may lead to serious injury in as little as 2 hours or death, due to chemical burns and potential perforation of the oesophagus

• If you suspect your child has swallowed or inserted a button battery immediately call the 24 –hour Poisons Information Centre on 13 11 26 for fast, expert advice.

• Examine devices and make sure the battery compartment is correctly secured, e.g. Do not use if compartment is not secure.

• Dispose of used button batteries immediately and safely. Flat batteries can still be dangerous.

• Avoid submerging the Water Leak Sensor in water or liquid to keep interior dry and to protect batteries. All other products should not be used near water or exposed to dripping or splashing of any water or liquid.

• Clean only with a dry cloth.

• Do not install near any heat sources such as radiators, heat registers stoves, or other apparatus (including amplifiers) that produce heat.

• Only use attachments and accessories specified by the Manufacturer.