PART I GENERAL TERMS AND CONDITIONS

A. Samsung, in its discretion, may make this Warranty applicable at the purchase price paid by you for the Samsung product which is the subject of the claim under this Warranty. However, if Samsung determines that the Samsung product is not subject to this Warranty, it will notify you of such determination and will not be liable for any damages or losses resulting therefrom.

B. This Warranty is transferable to a subsequent owner of a Samsung product that is subject to this Warranty. However, Samsung is not responsible for any changes in the terms of the Warranty after the sale of the Samsung product.

C. Samsung shall notify the subsequent owner of the Warranty terms before the sale of the Samsung product.

D. The Warranty is limited to the original product, and any replacement product or equivalent product shall be subject to the remainder of the original Warranty Period.

E. Samsung shall not be liable for any lost profits or other incidental or consequential damages that may result from any breach of this Warranty.

F. This Warranty is subject to the terms and conditions of the Competition and Consumer Act and other Australian laws. This Warranty does not purport to modify or exclude the conditions, warranties, and guarantees of the Australian Consumer Law.

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 not a valid claim, Samsung or its agent shall return the Samsung product to you. However, if Samsung or its agent determines that your claim in respect of a Samsung product is a valid claim, Samsung or its agent shall repair or replace the Samsung product at its discretion.

VI. Warranty Exclusions

A. This Warranty does not cover any Samsung product that is not covered by the terms of this Warranty.

B. This Warranty does not cover any Samsung product that is not subject to this Warranty.

C. This Warranty does not cover any Samsung product that is not purchased from Samsung or its authorized dealer.

D. Samsung is not responsible for any damages or losses that may result from the use or misuse of the Samsung product.

E. Samsung is not responsible for any damages or losses that may result from any unauthorized modifications, repairs, or alterations to the Samsung product.

F. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

G. Samsung is not responsible for any damages or losses that may result from any unauthorized removal of the Samsung product.

H. Samsung is not responsible for any damages or losses that may result from any unauthorized disposal of the Samsung product.

I. Samsung is not responsible for any damages or losses that may result from any unauthorized destruction of the Samsung product.

J. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

K. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

L. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

M. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

N. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

O. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

P. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

Q. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

R. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

S. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

T. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

U. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

V. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

W. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

X. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

Y. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

Z. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

1. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

2. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

3. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

4. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

5. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

6. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

7. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

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17. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.

18. Samsung is not responsible for any damages or losses that may result from any unauthorized modification of the Samsung product.

19. Samsung is not responsible for any damages or losses that may result from any unauthorized alteration of the Samsung product.

20. Samsung is not responsible for any damages or losses that may result from any unauthorized use of the Samsung product.
which are not guaranteed under the Australian Competition and Consumer Act or, the Australian Consumer and Consumer Transactions 2010 and are not expressly included in this Warranty as additional warranties or conditions are excluded.

C. 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;
• improper installation or incorrect application;
• occurrence or expiration of warranty or failure to maintain the Samsung product (including without limitation Annual Service and Cleaning of fans);
• exposure to excessive heat, moisture or dampness;
• exposure to abnormally stressful conditions;
• normal wear and tear (such as power cord);
• rust or normal weathering or corrosive environmental conditions (including without limitation a computer server room).
• incorrect voltage or non-authorised electrical connections;
• failure to clean or improper cleaning of the product;
• incorrect or improper maintenance or failure to maintain the Samsung product;
• improper installation or incorrect application;
• thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond the control of Samsung.