PART I GENERAL TERMS AND CONDITIONS

I. Coverage and Application

A. For the purpose of this Warranty, a “Samsung product” is a product which:
• was purchased in Australia, but does not include any hardware or software which is
  loaded onto the Samsung product at the time of sale;
• bears a trade mark owned or used by Samsung (generally “SAMSUNG”);
• was manufactured by or on behalf of Samsung;
• does not have a latent defect.

B. Except where an International Product Warranty has been provided with your Samsung
product, warranty service will only be provided in the specific country where the
Samsung product was originally purchased. For example, if you have purchased the
Samsung product in Australia, warranty service will only be provided in Australia.

II. Warranty Period

A. This Warranty is transferable to a subsequent owner of a Samsung product, in the
event of a sale or gift of the Samsung product, provided that the subsequent owner is
not aware of any defects in the Samsung product which exist at the time of sale or gift.

B. 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, whether in person, by email or by fax. A
copy of your proof of purchase will be required before Samsung will process any claim
under this Warranty. If you make a claim under this Warranty, Samsung will require
your proof of purchase of the Samsung product, whether in person, by email or by fax.

C. If you purchased this product in Australia and wish to make a claim under this
Warranty it is essential that you provide a copy of your proof of purchase of the
Samsung product, whether in person, by email or by fax.

III. Warranty Claim

A. Samsung will assess the validity of any claim made under this Warranty. You are
entitled to request a refund or replacement of your Samsung product if it is found to be
defective. If your Samsung product or part is found not to be defective, Samsung will
charge you for the goods and not provide any warranty service.

B. If the goods cannot be repaired or the failure to comply with the warranty is a major
defect, you may reject the goods or require Samsung to replace them with goods of
the same type and quality.

C. If your Samsung product is not a Samsung product, Samsung will not be liable for any
defects or failures in the Samsung product.

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

E. You will not be able to gain the benefit of this Warranty without making a claim. A
formal claim must be made in writing, and proof of purchase will be required to
process the claim.

IV. Liability

A. Samsung will not be liable for any losses, damages, costs, costs of legal proceedings
or expense you incur as a result of the sale or gift of a Samsung product to a
subsequent owner.

B. You are responsible for any damages or loss you incur as a result of the sale or gift of
a Samsung product to a subsequent owner.

C. Unless stated otherwise, this Warranty does not extend to loss caused by normal wear
and tear or usage of the Samsung product as intended.

D. Any and all warranties or conditions which are not expressly provided in this
Warranty are disclaimed.

V. Carry-In Repairs

A. If you believe that your Samsung product is defective, you must contact Samsung
immediately in order to obtain a repair quote.

B. If Samsung repairs the goods, you immediately transfer ownership in any residual
value of the Samsung product to Samsung. If Samsung does not repair the goods, you
immediately transfer ownership in the original Samsung product or part to Samsung.

C. If Samsung carries out repairs on your Samsung product, you immediately transfer
ownership in any residual value of the Samsung product to Samsung.

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, whether in person, by email or by fax.

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

VI. Return and Refund

A. Samsung will accept returns of a Samsung product for a refund if you notify Samsung
in writing that you believe the Samsung product is defective.

B. Samsung will not accept returns of a Samsung product for a refund if you notify Samsung
in writing that the Samsung product is defective and Samsung determines that the
Samsung product is not defective.

C. If you purchase a Samsung product in Australia and you are not happy with the
goods, you may return the goods to Samsung in the correct packaging.

D. If you purchase a Samsung product in Australia and you are unhappy with the
goods, you may return the goods to Samsung in the correct packaging.

E. Samsung will not accept returns of a Samsung product for a refund if you notify Samsung
in writing that the Samsung product is defective and Samsung determines that the
Samsung product is not defective.

VII. Warranty Exclusions

A. This Warranty does not exclude, restrict or modify any warranty, right or remedy
available to you under the Australian Consumer Law.

B. Samsung will not be liable for any losses, damages, costs, costs of legal proceedings
or expense you incur as a result of the sale or gift of a Samsung product to a
subsequent owner.

C. Unless stated otherwise, this Warranty does not extend to loss caused by normal wear
and tear or usage of the Samsung product as intended.

D. Any and all warranties or conditions which are not expressly provided in this
Warranty are disclaimed.

VIII. Repairable Goods

A. A Samsung product is repairable if it is able to be repaired and the failure to comply
with the warranty is not a major defect.

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

IX. Warranty Period

A. Nothing in this Warranty purports to modify or exclude the 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.

B. Samsung warrants that your Samsung product:
(a) if the goods can be repaired and the failure to comply with the warranty is not a
failure or a failure of substantial character, you may reject the goods or require
replacement by refurbished goods of the same type with equal or greater
functionality and quality, providing Samsung considers the cost of doing so is not
unduly high, all costs of repair of the goods will be borne by Samsung. If Samsung
repairs the goods, you may reject the goods or require replacement by
refurbished goods of the same type with equal or greater functionality and quality
and your proof of purchase of the Samsung product, whether in person, by email or by fax.

C. If your Samsung product is not a Samsung product, Samsung will not be liable for any
defects or failures in the Samsung product.

D. If the goods cannot be repaired or the failure to comply with the warranty is a major
defect, you may reject the goods or require Samsung to replace them with goods
of the same type and quality.

E. If the goods cannot be repaired or the failure to comply with the warranty is a major
defect, you may reject the goods or require Samsung to replace them with goods
of the same type and quality.

V. Carry-In Repairs

A. Except where an International Product Warranty has been provided with your Samsung
product, Samsung will repair your Samsung product if it is found to be defective.

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

VI. Return and Refund

A. Samsung will accept returns of a Samsung product for a refund if you notify Samsung
in writing that you believe the Samsung product is defective.

B. Samsung will not accept returns of a Samsung product for a refund if you notify Samsung
in writing that the Samsung product is defective and Samsung determines that the
Samsung product is not defective.

C. If you purchase a Samsung product in Australia and you are not happy with the
goods, you may return the goods to Samsung in the correct packaging.

D. If you purchase a Samsung product in Australia and you are unhappy with the
goods, you may return the goods to Samsung in the correct packaging.

E. Samsung will not accept returns of a Samsung product for a refund if you notify Samsung
in writing that the Samsung product is defective and Samsung determines that the
Samsung product is not defective.
I. Parts and Labour Warranty

Parts and accessories purchased from Authorised Samsung Resellers and Distributors directly or via a retailer for your Mobile Computer, Accessories (subject to the terms and conditions of this international warranty). Warranty claims covering parts and accessories which are dealt with exclusively under Part II, will generally be covered under this warranty. Please refer to the specific period below.

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II. Parts (Options) and Accessories Warranty

Three Warranty forms are centered concerning use parts and labour which are not considered to be a defect due to normal wear and tear. The affected parts are generally covered under this warranty. Please refer to the specific period below.

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III. In-Box

Parts that are not covered by a manufacturer's warranty are covered under this warranty for the period specified in the table below. Generally Samsung will replace the defective part or accessory with new or refurbished parts and accessories or refund the purchase price of the part or accessory.

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IV. Glue Shut & Post

In the event that warranty service is required on your Mobile Computer, provide as much information as possible about the problem and symptoms of the defect. Samsung will then provide you with all the necessary information to have your Mobile Computer repaired at the closest Samsung service centre.

The table below in this sub-paragraph summarises the standard Samsung warranty conditions. You may have legal rights in addition to those specified in the table below. If you believe that your Mobile Computer does not conform to the terms and conditions of the Samsung warranty, you should return your Samsung Mobile Computer to the retailer for a full refund or exchange.

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V. Password/Resetting and Computer Virus

Password setting/resetting and computer virus are not considered to be a defect due to normal wear and tear.computer virus are not considered to be a defect due to normal wear and tear. Please refer to the specific period below.

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VI. Incorrect Voltage or Non-Authorised Electrical Connections

Incorrect voltage or non-authorised electrical connections are not considered to be a defect due to normal wear and tear. Please refer to the specific period below.

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VII. Exposure to Abnormally Corrosive Conditions

Exposure to abnormally corrosive conditions are not considered to be a defect due to normal wear and tear. Please refer to the specific period below.

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VIII. Any Damage Caused by Micro Sims Where the Product is Not Specifically Designed to Accept Them

Any damage caused by micro sims where the product is not specifically designed to accept them are not considered to be a defect due to normal wear and tear. Please refer to the specific period below.

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IX. Damage Caused by Objectionable Power Source

Damage caused by objectionable power source are not considered to be a defect due to normal wear and tear. Please refer to the specific period below.

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X. Repair, Modification or Other Work Carried Out on the Product Other Than That Carried Out by Samsung

Repair, modification or other work carried out on the Samsung product other than that carried out by Samsung are not considered to be a defect due to normal wear and tear. Please refer to the specific period below.

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XI. Samsung Product You are Required to Backup and Protect Data Against Loss, Damage or Destruction

You are required to backup and protect data against loss, damage or destruction. Please refer to the specific period below.

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