

Apollo Enclosures Warranty Policy

Digi Screens Limited

Distributor of Apollo Enclosures in New Zealand

Nothing in this warranty purports to modify or exclude the conditions, warranties, undertakings, and other legal rights under the New Zealand Consumer Guarantees Act 1993 (**CGA**), the Fair Trading Act 1986 (**FTA**) or other legal rights. This warranty gives you additional protection for your 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.

For further information and guidance, please refer to The Ministry of Business Innovation and Employment, Consumer Protection website www.consumerprotection.govt.nz/general-help/consumer-laws/consumer-guarantees-act/

Consumer Guarantees Act 1993

The CGA is legislation that outlines the guarantees and rights of both the seller and consumer for products and services sold.

- Under the CGA, consumer products must be of acceptable quality (fit for purpose, acceptable in appearance and finish, free from minor defects, safe and durable), match the description given, match the sample or demonstration model and be of acceptable condition when received by you;
- The CGA guarantees are in addition to any other warranty offer(s) provided by the manufacturer or insurance provider (if applicable); and
- The CGA does not apply where the product has been misused, broken or improperly operated.

Commercial or Business

The CGA may not apply to goods and services purchased for commercial, resale or trade use. If you are purchasing goods or services for business purposes, as defined in sections 2 and 43 of the CGA, you agree that the consumer guarantees provided for in the CGA will not apply to the supply of those goods or services.

Faulty goods

In the unlikely event that a product you have purchased from Digi Screens Limited (**Digi Screens, we, us**) or from our online store www.outdoortvs.co.nz becomes faulty, we are committed to meeting our obligations under the CGA. Without limiting your rights under the CGA, we also provide the warranty outlined in this policy.

The Manufacturer's Warranty

We provide you with the warranty (**our Warranty**) described in this policy for the period of 12 months after purchase (**Warranty Period**). In all cases the commencement date for the period is the actual date of purchase, as shown on our or the Authorised Reseller's invoice provided to you.

Coverage and application

For the purpose of our Warranty, an Apollo Enclosures (**Apollo**) product (**Product**) is a hardware product which:

- was manufactured by or on behalf of Apollo; and
- bears a trade mark owned or used by Apollo; and
- was sold by an Authorised Reseller or Distributor of Apollo products; and
- was purchased in New Zealand.

Digi Screens guarantees that your Product:

- is of acceptable quality; and
- does not have a latent defect.

Minor fault

If your Product does not meet one of the guarantees detailed above or cannot be repaired within a reasonable period of time, we will either repair or replace the Product with an identical product type. In the event that repair or replacement is not a viable option, or the repair cannot be carried out within a reasonable period of time, we will refund you the original purchase price.

Major fault

In the event your Product cannot be repaired, due to the nature of the fault (i.e. safety risk) or the failure is of substantial character (i.e. multiple product failures), you may choose either a replacement of an identical product type or a refund of the original product purchase price (excluding the purchase of services).

What we will do

Before the Product is initially returned, we may try to fix (troubleshoot) the problem by phone, in consultation with the supplier, before requesting you to send it to ourselves or an authorised repair agent for assessment.

- If your returned Product is still within our Warranty Period, and after assessment is found to have a manufacturing fault, the repair and all associated costs will be free of charge;
- If the Product is outside of our Warranty Period, but the fault is found to be a manufacturing fault this will be remedied in accordance with the CGA; and
- If the Product is outside of our Warranty Period, and the fault found on assessment is not a manufacturing fault, all costs of assessment and repair will be payable by the customer, without limiting your rights under the CGA.

If you wish to return a Product which is not faulty, there is no legal requirement for us to accept it if you have merely changed your mind. However, at our sole discretion, we may accept certain

Products back if they are returned freight paid, unopened, unused, and in original undamaged condition within seven days of delivery. A restocking fee of 15% of the original purchase price will be deducted from any refund. You must contact us and obtain an RMA number prior to returning the Product.

Warranty exclusions

This section identifies what is excluded under our Warranty. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the CGA (as applicable) and which are not expressly included in our Warranty as additional warranties or conditions are excluded.

Our Warranty does not cover damage or loss caused by:

- normal wear and tear;
- fire;
- theft or attempted theft;
- misuse or abusive use of the Product;
- incorrect operation or failure to follow the operating instructions (as stated in the Product Operation Manual or manufacturer's instructions provided with the Product);
- incorrect or improper installation;
- incorrect or improper maintenance or failure to maintain the Product;
- improper cleaning or failure to clean the Product;
- adverse external conditions such as lightning, acts of God, acts of terrorism, damage caused by vermin or insect infestation, or any other act or circumstance beyond Digi Screens' control;
- exposure to abnormally corrosive conditions;
- corrosion or rust resulting from damaged, scratched, or chipped paint;
- use of non-authorized, non-standard, defective, or incompatible parts;
- repair, modification, or other work carried out on the Product other than by service personnel authorized by Digi Screens;

Our Warranty does not cover products purchased at an auction.

Our Warranty applies only to the original owner and is not transferable.

Governing Law

Our Warranty is governed by the laws of New Zealand.

When Returning Goods

Prior to returning any goods for repair you must contact us and supply proof of purchase and details of the problem. You can contact us by email at help@digiscreens.co.nz or by phone at 09 8250045.

Subject to your rights under the CGA, a claim under our Warranty is not formally made until proof of purchase has been provided.

When you contact us, we may ask you questions regarding the fault and use of the Product. Please do not be offended, as we need to ascertain the exact details of the fault and the use of the Product to determine if we are able to troubleshoot and fix the problem for you on the phone or if the Product needs to be sent away for assessment and repair.

If we decide that it needs to be sent away, we will give you an RMA number and details of where to send it. This may be to either the authorised reseller you bought it from or to us.

You must then ship it to the address we give you, with the RMA number clearly marked on the outside of the packaging. It must be adequately packaged and preferably, if possible, shipped in its original packaging. Digi Screens will not accept any responsibility for damage to goods which have been inadequately packed by the customer.

If Digi Screens provides you with either a replacement product or a refund, you immediately transfer ownership in the original product or part to Digi Screens. If Digi Screens repairs the Product, you immediately transfer ownership in any residual parts to Digi Screens. Any such resolution by DSNZ of a claim under our Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

If the Product you are using has been rented or leased by you, and you consider a claim might be made under our Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.

Privacy Disclosure

In order to seek a remedy under the CGA or our Warranty, Digi Screens may need to collect and share your personal information for the purposes of conducting a repair service ourselves or with a third party repair provider or supplier. Personal information may include your contact information, such as name, telephone number, email and residential address.

We recognise that your personal information is confidential and we're committed to protecting your privacy in accordance with the Privacy Act 1993.

Our goods come with guarantees that cannot be excluded under the CGA. If our goods fail to comply with a guarantee under the CGA and that failure is of a substantial character or is not capable of being remedied, you are entitled to a replacement, refund, or compensation for any reduction in value of the goods below the price paid by you and for compensation for any other reasonably foreseeable loss or damage. If our goods fail to comply with a guarantee under the CGA and the failure does not amount to a failure of a substantial character, you are entitled to have the goods repaired or replaced and for compensation for any other reasonably foreseeable loss or damage.