

CarCom Warranty Policy

The following Warranty ('this Warranty') operates only if proof of purchase of the In-Vehicle Unit which is installed in the CarCom Customer's vehicle and through which the services set out in the CarCom User Guide ('Services') are supplied ('CarCom System') is provided, to the satisfaction of Intelematics Australia Pty Ltd (ACN 084 882 584) ('Company'):

1. Subject to the terms and conditions set out below, the Company warrants that, as at the date of installation, the CarCom System is free from defects and faults and is fit for the purpose of supplying the Services.
2. a) This Warranty continues in force for a period of twelve (12) consecutive months from the original date of installation of the CarCom System. If an authorised CarCom Technician replaces or transfers the CarCom System during the warranty period to another vehicle, the Warranty will continue to run from the original installation date.
b) An extension of this Warranty is available on selected CarCom products. However, if there is any confusion in relation to the relevant Warranty period the default period of twelve (12) months from the original date of installation of the CarCom System applies.
3. This Warranty extends only to the original CarCom Customer and is not assignable or transferable to any subsequent customer/end user without the prior written consent of the Company.
4. Subject to clause 5 if a valid claim is made under this Warranty during the warranty period, the Company will repair or otherwise remedy (by replacement if necessary), at its absolute discretion, any defects, deficiencies or other faults in the CarCom System or component part at no cost to the CarCom Customer.
5. This Warranty immediately becomes void if:
 - » the Customer fails to comply with the User Guide operating instructions or information released by CarCom from time to time; or
 - » the CarCom Customer or any person not authorised by CarCom attempts to service, repair, assemble, disassemble, tamper with or remove the CarCom System (or any component thereof); or
 - » the Customer's vehicle has been involved in an accident or is materially damaged, and the CarCom System or any component thereof has not subsequently been tested and approved by an authorised CarCom Technician; or
 - » the CarCom System was not purchased from a licensed retailer and installed by an authorised CarCom Technician.
6. This Warranty does not apply to any third party equipment forming part of the (Order- definition) but the Company will endeavour to preserve and pass on to the Customer any third party warranty applicable to any relevant third party equipment.
7. This Warranty is strictly limited to the Terms and Conditions for the Services.
8. Customers may be required to contact CarCom Customer Assistance department to acquire authorisation to return any faulty components of the CarCom System.
9. The Company is not responsible for any operational conflicts caused by use of the CarCom System with hardware purchased from any third party. This Warranty covers only those defects in the CarCom System which arise as a result of normal use.

Exclusions

The Company shall not be liable for:

1. Damage caused by negligent or incorrect installation of the CarCom System where such an installation has been performed by someone other than a CarCom accredited installer;
2. Loss or damage caused by the use of a part which is not a CarCom product or component;
3. Reimbursement for labour involved in the replacement of parts outside the Warranty period;
4. Failures or defects of the CarCom System resulting from misuse (whether intentional or otherwise), negligence, modification, accident, lack of maintenance being carried out in accordance with the maintenance requirements of the CarCom System, or acts of God;
5. Failure or loss resulting from the use of the CarCom System once the Customer has direct or indirect knowledge or has cause to suspect that the CarCom System is not performing in accordance with its specifications;
6. Normal wear and tear, accidental damage, misuse or improper care;
7. Replacement or repair if the CarCom System appears to have visible physical damage;
8. Replacement or repair if the CarCom System appears to have water ingress;
9. The CarCom System if it has been altered or in any manner tampered with in relation to the vehicle in which the CarCom System was originally installed; and
10. Any operation of the CarCom System outside of the environment for which it was intended or in conditions more extreme than those specified by the Company from time to time.