

STANDARD WARRANTY

1. **Definitions:** In this warranty -
 - a. "ACL" means Schedule 2 to the Competition and Consumer Act 2010;
 - b. "Back to Base" means you deliver your Scoreboard (or components of) and collect it from AusSport or our Service Agent;
 - c. "Consumable" includes (without limitation) batteries and fuses;
 - d. "AusSport" means Fuel 4 Business Pty Ltd ABN: 64 629 050 988 trading as AusSport Scoreboards and "we" or "our" has a corresponding meaning;
 - e. "Purchase Date" means the date recorded on the final invoice for purchase of your Scoreboard;
 - f. "Electronic board" means an AusSport product purchased by you, including its components or parts, and accompanied by this document
 - g. "Scoreboard" means an AusSport scoreboard or electronic board purchased by you, including its components or parts, and accompanied by this document.
 - h. "Service Agent" means a person or company authorised by AusSport to provide a Warranty service on a Scoreboard;
 - i. "You" means the purchaser of the electronic board or scoreboard and "your" has a corresponding meaning.
 - j. "components" means individual items within the scoreboard which can be removed
2. The benefits to you given by this Warranty are in addition to other rights and remedies you have or may have under a law in relation to the Scoreboards to which this Warranty relates.
3. Our goods come with guarantees that cannot be excluded under the ACL. 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.
4. AusSport offers a Back to Base Warranty on your Scoreboard subject to the terms of this Warranty.
5. AusSport warrants that your Scoreboard will be free from any defect in materials or workmanship for two (2) years after your Purchase Date.
6. At its discretion, AusSport will either repair or replace your Scoreboard (or any components of the Scoreboard) which, on inspection, AusSport or its Service Agent considers to be defective.
7. **Warranty Claim Procedure:** If you wish to make a claim under this Warranty, you must do the following:
 - a. Contact AusSport on 02 6581 2105 or support@aussport.com.au to diagnose and confirm the defective Scoreboard;
 - b. Return the defective Scoreboard (or component/s) to AusSport or a Service Agent nominated by AusSport;
 - c. To the extent permitted by law, you will bear the cost, and risk, of transporting the Scoreboard (or component/s) to and from AusSport or the Service Agent for the Warranty Service.
8. **Limitation of liability:** To the extent permitted by law:
 - a. AusSport's liability is limited to, at its option, repair or replacement of the Scoreboard (or component/s) returned to AusSport or its Service Agent;
 - b. AusSport will not be responsible or liable for any loss or damage whether direct or indirect, or consequential, arising from your purchase of the Scoreboard or resulting from any breach of warranty, including but not limited to loss of actual or anticipated revenue, expenses associated with making a claim under this Warranty (such as travel costs) and costs of vertical access equipment to access the Scoreboard (if required).

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9. **What is not covered by this Warranty:** This Warranty does not cover damage caused by the following situations (which are not exhaustive):
- a. Accident;
 - b. Misuse, abuse or vandalism;
 - c. Incorrect, improper or inappropriate operation or installation;
 - d. Normal wear and tear;
 - e. Adverse external conditions such as power surges, electrical storm damage, lightning strikes, acts of God, acts of terrorism, fire, water, insect or vermin infestation, or any other circumstance or act beyond AusSport's control;
 - f. Rust or normal weathering or corrosive environmental conditions;
 - g. Use of non-authorized, defective or incompatible parts or components;
 - h. Incorrect voltage or non-authorized electrical conditions;
 - i. Servicing or repair of your Scoreboard or its Consumables by anyone other than AusSport or its Service Agent;
 - j. Incorrect transporting, loading or unloading of the Scoreboards by failing to use designated lifting points.
10. During Warranty service, repair of the Scoreboard or components may result in loss of software programs, data or other information stored on the Scoreboard.
11. This Warranty is not transferable.