



# WARRANTY FOR SAMSUNG PRODUCTS (AUSTRALIA ONLY) (HOME SYNC)

## PART I GENERAL TERMS AND CONDITIONS

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other Australian laws guarantee certain 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.

In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian laws. This Warranty gives you additional protection for your Samsung 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.

### I. Coverage and Application

A. Samsung Electronics Australia Pty Ltd of 3 Murray Avenue, Sydney

Olympic Park NSW 2127 ("Samsung") warrants that your Samsung product:

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

B. For the purpose of this Warranty, a "Samsung product" is a product which:

- was manufactured by or on behalf of Samsung; and
- bears a trade mark owned or used by Samsung (generally "SAMSUNG"); and
- was sold by an Authorised Reseller or Distributor of Samsung; and
- was purchased in Australia,

but does not include any hardware or software which is packaged or sold with a Samsung product unless that is itself a Samsung product or, that item is incorporated into the Samsung product or, in the case of software, pre-loaded onto the Samsung product at the time of sale.

### II. Warranty Period

A. The period during which this Warranty is in effect will depend upon the Samsung product to which it relates. In all cases the commencement date for the period is the actual day of purchase, as reflected on the Authorised Reseller's or Distributor's invoice / receipt provided to you. The period during which each Samsung product which is the subject of this Warranty is covered by this Warranty is identified in Part II of this Warranty.

### III. Warranty Claim

A. If you consider that the Samsung product which you have purchased is not of acceptable quality, has a latent defect, or is

otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.

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 within Australia, warranty service will be limited to Australia only.

C. If you purchased this product in Australia and wish to make a claim under this Warranty, you should:

contact 1300 362 603;  
visit the nearest Samsung Customer Service Plaza; or  
visit [www.samsung.com/au](http://www.samsung.com/au).

#### **PRODUCT ONLINE REGISTRATION**

You can register your product online at [www.samsung.com/au](http://www.samsung.com/au). While registration is not necessary to make a claim under this Warranty, it may assist Samsung to process any claim which you may make more quickly.

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. A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.

E. You will not be able to gain the benefit of this Warranty without making a claim. A claim must be made within the Warranty Period. This Warranty does not cover any defects not notified to Samsung within

the Warranty Period, although you may have statutory rights outside of the Warranty Period.

F. If, following receipt of a claim under this Warranty, Samsung or its agent determine that your claim in respect of a Samsung product is valid (having regard to the terms of Part II of this Warranty), and:

(a) if the goods can be repaired and the failure to comply with the warranty is not a major failure or a failure of substantial character, Samsung or its agent will either repair the Samsung product or, if authorised by Samsung, pay you for the cost of a repair of the Samsung product, or replace the Samsung product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and with regard to Samsung's statutory obligations and at no cost to you. Goods presented for repair may be replaced by refurbished goods of the same type with equal or greater functionality rather than being repaired. Refurbished parts may be used to repair the goods; or

(b) if the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the goods or require Samsung to pay you compensation for any reduction in the value of the goods below the price paid or payable by you for the goods.

The standard Samsung warranty periods are set out by product type in the tables in Part II of this Warranty, although each claim is assessed on its own merits and you may have statutory rights outside the Warranty Period. If Samsung provides you with either a replacement or refund, you immediately transfer ownership in the original Samsung product

or part to Samsung. If Samsung repairs the goods, you immediately transfer ownership in any residual parts to Samsung. Any such resolution by Samsung of a claim under this 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.

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 invalid, Samsung may charge you for any labour, parts or transport costs incurred by Samsung or its agent in assessing your claim.

#### **IV. Warranty Transferability**

A. This Warranty is transferable to a subsequent owner of a Samsung product, in the event of the sale of that product, provided that Samsung is informed in writing within a reasonable time of the sale of the subsequent owner's name and contact details, such notice to be provided to Samsung at:

[www.samsung.com/au](http://www.samsung.com/au)

The notice should identify the name of the previous owner of the Samsung product, place and date of purchase, model, make and serial number of the product. The effective transfer of this Warranty does not otherwise alter the terms of this Warranty in any way.

B. In cases of authorised product or part replacement of the original purchased Samsung product, the replacement Samsung product will be subject to the remainder of the original Warranty Period. You may have statutory rights in respect of a replacement product or part outside this period.

#### **V. Carry-In repairs**

A. If you wish to make a claim in relation to a Samsung product, please bring, or send, that Samsung product to the nearest Samsung Customer Service Plaza or authorised service centre for assessment, the cost of which will be borne by Samsung if your claim is determined to be valid pursuant to Part I of this Warranty. Whenever possible, the product should be returned in its original carton and packing or alternatively in packing suitable to prevent damage to the product.

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

B. If you believe that it is not reasonable for you to send the Samsung product to a Samsung Customer Service Plaza or an authorised repair service centre, Samsung will liaise with you to determine the best way in which to inspect and, if necessary, repair the Samsung product the subject of the claim under this Warranty.

#### **VI. Warranty Exclusions**

A. This section identifies what is excluded under this Warranty.

B. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act or the Australian Competition and Consumer Regulations 2010 and which are not expressly included in this Warranty as additional warranties or conditions are excluded.

C. This Warranty does not warrant uninterrupted or error free operation of the Product, which is affected by system configuration, software, applications, your data and operator control of the system, among other factors. Though the product is configured to be compatible with many systems, it is your responsibility to determine

compatibility and integration with other products or systems.

D. This Warranty does not apply to non-Samsung hardware products or non-Samsung software products which are not incorporated into Samsung products or, in the case of software, pre-loaded onto the Samsung product at the time of sale, even if packaged or sold with Samsung hardware. Manufacturers, suppliers or publishers other than Samsung may provide their own warranties to you, but Samsung, to the extent permitted by law, provides such third party products 'as is'. If applicable, non-Samsung software distributed by Samsung for which Samsung is not the importer and which is not pre-loaded on the product at the time of sale is not covered by this Warranty. Please refer to any licensing agreement accompanying the software for details or any purchaser rights with respect to this issue. You may also have statutory rights in respect of such software.

E. This Warranty does not extend to loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation.

F. 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 provided with the Samsung product);
- improper installation;
- incorrect or improper maintenance or failure to maintain the Samsung product;
- failure to clean or improper cleaning of the product;
- incorrect voltage or non-authorized electrical connections;

- adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Samsung's control;
- exposure to excessive heat, moisture or dampness;
- exposure to abnormally corrosive conditions;
- use of non authorised/non-standard, defective or incompatible parts;
- password setting/resetting and computer virus;
- repair, modification or other work carried out on the Samsung product other than by Authorised Samsung Service Personal including, but not limited to, rooting attempts, reverse engineering, unlocking and jail-breaking of the original firmware or software.

G. This Warranty does not cover Samsung products purchased in an auction.

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

I. This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.

J. This Warranty does not cover Samsung products which, at the time you consider a claim might be made under this Warranty, do not bear the original manufacturer's factory-applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).

K. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction.

**Please note that the repair of goods may result in loss of data.**

L. This Warranty does not cover any defects not notified to Samsung within the Warranty Period, however, you may also have statutory rights outside the Warranty Period.

## **PART II PRODUCT WARRANTY PERIODS**

### **I. Parts (Options) Warranty**

A. This part of the Warranty identifies Samsung's preferred approach to resolving warranty claims in relation to parts.

B. The table below this sub-paragraph identifies the periods under which a claim may be made under this Warranty for replacement of a part. However, you may also have statutory rights outside of these periods. The parts are divided into those which are supplied within the box of the Samsung product for which they are to be used (**In-Box**), and those which are supplied separately from a Samsung product for use with it (**Out-Box**).

#### **1. In-Box:**

- All remote controls purchased with the Samsung product are covered under this Warranty for the same period as the Samsung product purchased. You may have statutory rights in respect of a remote control purchased with the Samsung product outside of the Warranty Period.
- All other Samsung parts (including batteries) purchased together with the Samsung product are covered under this Warranty for the period specified in the table below. Generally

Samsung will replace the defective part which is the subject of the claim during this period.

- You will only be able to make a claim under this Warranty for lost or missing Samsung parts if, with your claim, you are able to provide satisfactory evidence that the relevant item was missing from the box or other storage or packaging material originally supplied by Samsung.

#### **2. Out-Box:**

- Parts purchased from Authorised Samsung Resellers and Distributors are generally covered under this Warranty. Please refer to the specific period below.

<b>Product</b>	<b>Warranty Period (In-Box)</b>	<b>Warranty Period (Out-Box)</b>
Remote control	1 year	6 months
Power adaptor/ Power cord	1 year	6 months
LAN cable	1 year	6 months
HDMI cable (A-to-A)	1 year	6 months
USB, S/PDIF and microUSB cables	(only sold on an out-box basis)	6 months

## II. Parts and Labour Warranty

Unless specified, this Warranty covers corresponding costs for parts and labour which may be required to repair the Samsung product or part if Samsung or its agent repair the item under this Warranty.

## III. Warranty By Product Table

The table below in this sub-paragraph summarises the standard Samsung warranty period for resolving claims under this Warranty, although each claim is assessed on its own merits. You may have statutory rights outside of the Warranty Period. Please refer to Part I, paragraph (III)(F) for the range of Samsung's responses to a claim under this Warranty in accordance with the table below. In some instances the appropriate response to the claim will differ from the warranty period noted below.

Product (Digital Media Products)	Warranty Period
Home Sync	1 year