

# WARRANTY

## WARRANTY

1. The warranty is in addition to (and does not exclude or modify in any way) any non-excludable statutory rights you may have (including any items under the Trade Practices Act).
2. The warranty runs for the term of 12 months.
3. Subject to clause 4, we warrant that Distinct Car Entertainments product will be free from inherent defects in materials and workmanship for the term.
4. The warranty ceases if:
  - the Distinct Car Entertainment product ceases to carry the original manufacturer's serial number or was sold at an auction;
  - the Distinct Car Entertainment product is repaired, serviced or interfered with (in any way) other than by us;
  - the Distinct Car Entertainment product is damaged by:
    - normal wear and tear;
    - accident;
    - misuse;
    - failure to properly clean the Distinct Car Entertainment product or any part
    - failure to properly maintain and service;
    - infestation by insects or vermin;
    - incomplete installation;
    - incorrect operation;
    - excessive use;
    - use of which is not designed;
    - use of faulty wiring;
    - incorrect voltage;
  - The Distinct Car Entertainment product is used in a commercial environment or used other than a normal, domestic;
  - The Distinct Car Entertainment product is used other than in Australia;
  - Improper installation is considered personal damage and cannot be refunded or returned for replacement. Physical damage includes but is not limited to improper handling or the type of damage sustained by irregular usage. Proof of professional installation must be shown to warrant any item purchased from distinct.
5. This warranty does not apply to any accessory (including any consumable) supplied with the Distinct Car Entertainment product (including but not limited to aerials, installation wires, remote controls, earphones, batteries, faces, mounting racks, metal clips).
6. This warranty does not cover service costs incurred through the installation of items listed as requiring periodic replacement.
7. If you wish to make a claim under the warranty you may contact us and return to place of purchase. If we request you to deliver or send the Distinct Car Entertainment product to us, you will do so at the users cost.

## LIABILITY

1. If we are in breach of the warranty, we will be liable to you for any loss or damage suffered by you by reason of the breach.
2. If you make a claim under warranty, we will assume, unless you notify us to the contrary, that you will be fully compensated for your loss or damage by any of the following:
  - a. The replacement of the Distinct Car Entertainment product or replacement by supply of an equivalent product excluding all shipping;
  - b. The repair of the Distinct Car Entertainment product by us or a place of purchase;
  - c. The payment of the cost of replacing the Distinct Car Entertainment product or an equivalent product excluding all shipping if applicable; or
  - d. The payment of the cost of having the Distinct Car Entertainment product repaired excluding all shipping.
3. If we provide you with either a replacement or equivalent product under clause 2 (a) or payment under clause 2 (c) you immediately transfer ownership in the original Distinct Car Entertainment product to us.
4. If we take possession of the Distinct Car Entertainment product under Clause 6 or 7 under warranty, we will provide you with a replacement or an equivalent product under Clause 2(a), a repair under Clause 2(b) or a payment for repair under Clause 2(d), we will return the replacement product, the equivalent product or the Distinct Car Entertainment product by delivering the product direct to you at your cost.
5. Subject to Clause 1 of liability if we have inspected the Distinct Car Entertainment product, we are of the opinion that the Distinct Car Entertainment product or alleged defect is not covered by the warranty for whatever reason; you will be liable for any labour, parts or transport costs incurred by us.

In this contract: "Distinct Car Entertainments product" means the product sold to you and appearing under the definition of "item", but does not include any accessories or consumable supplied with any product (including items such as aerials, installation wires, remote controls, earphones, batteries, faces, mounting racks, metal clips). "Term" means the period applying to the Distinct Car Entertainment product as set out below. This period commences on the date of purchase of the Distinct Car Entertainment product. "Distinct Car Entertainment Service Centre means a person who carries out, among other things, repair and service work as our authorised agent and who appears in lists maintained and published by us from time to time.

- If you wish to make a claim under warranty, contact Distinct Car Entertainment Australia with the following information;
  - Distinct Car Entertainment warranty claims must have attached to a claim your original purchase documents, professional installation receipts, RMA (Return Merchandise Authority) number and this warranty card to enable you to proceed quickly in the event of a claim. It will assist Distinct Car Entertainment to process your claim if you provide, at the time you make the claim, a receipt to confirm the date of purchase of the product. RMA numbers are given to track and trace your fault and to log the fault with the place of purchase
- Once the above has been given to Distinct Car Entertainment and you have received your RMA you may then proceed to return your faulty item to the place of purchase.

Your product is fragile. If you send your product to Distinct Car Entertainment, please ensure that it is packed appropriately.

- It would also assist Distinct Car Entertainment, to ensure that the correct repairs are effected. Please provide with the product at the time of your claim, a detailed description of the problem you are experiencing.