
WARRANTY

STANDIT™ - TWO-YEAR PARTS WARRANTY

1. WARRANTY COVERAGE

In addition to any other rights you may have under the CGA, we warrant to you that the **STANDIT™** device (“Product”) we supply you will be free from defects. This warranty covers the Product for a period of two (2) years from the date of purchase. The warranty specifically covers any defects in materials or workmanship related to the parts of the device.

2. WHAT IS A DEFECT?

Our Warranty applies to any fault, error or defects in the Products and includes faulty welds or riveted joints.

3. WARRANTY CLAIMS

To make a warranty claim, the purchaser must:

- Within 2 years after the delivery or collection of the Products, if you believe you have a Product defect you must cease using the Product and contact the authorized retailer or distributor from whom the Product was purchased.
- Provide proof of purchase, including the purchase date and the Product serial number.
- Describe the issue or defect in detail and if required, provide photographs of the defect.
- Where you return a Product as part of warranty claim you will need to cover any associated costs of you returning the products to us and where we find the Product is covered by our warranty in accordance with the below process, we will refund the associated costs of you returning the product to us.

4. WARRANTY CLAIM PROCESS

Upon receiving a valid warranty claim, the authorized retailer or distributor will:

- Evaluate the claim and determine if it falls within the warranty coverage.
- If the claim is deemed valid at our sole discretion, the retailer or distributor will provide a replacement part(s) necessary to address the defect; or
- If we are unable to repair or replace the product, offer you a choice of a credit, refund or compensation as applicable to the defect.

5. WARRANTY EXCLUSIONS

This warranty does not cover:

- Damage caused by misuse, negligence, or improper installation of the Product.
- Products that have been hired out to, or used by, any third-party for any reason.
- Damage resulting from accidents, transportation, or storage of the Product.
- Normal wear and tear or cosmetic damage that does not affect the functionality of the Product.
- Modifications or alterations made to the Product without the written approval of the manufacturer.
- Damage caused by force majeure events, such as natural disasters or acts of God.

Where you are acquiring the **STANDIT™** device for personal, household or domestic purposes, no warranty limits any applicable consumer guarantees under the CGA in any way. In some circumstances, your rights under those guarantees may be greater than your rights under the applicable warranty, in which case we will always honour your rights under the CGA guarantees.

6. LIMITATIONS OF LIABILITY

(a) Despite anything to the contrary, to the maximum extent permitted by law:

(1) our maximum aggregate liability arising from or in connection with the Product will be limited to, and must not exceed, the portion of the price paid by you to us for the Product or the subject of the relevant claim; and

(2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of

savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

(b) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any:

(1) loss of, or damage to, the products, or any injury or loss to any person (subject to your rights under the CGA);

(2) failure or delay in providing the products; or

(3) breach of the Operations Manual, Warranty or any law, where caused or contributed to by any:

(4) event or circumstance beyond our reasonable control; or

(5) act or omission of you or your related parties,

and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Product.

7. VOIDING OF WARRANTY

Any unauthorized repairs or modifications performed on the Product without the written approval of the manufacturer will void this warranty.

8. GOVERNING LAW

This warranty shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising out of or in connection with this warranty shall be subject to the exclusive jurisdiction of the courts of New Zealand.