



Carehaven PRODUCT WARRANTY

1. This warranty should be read in conjunction with the Carehaven Terms and Conditions provided as part of the original offer to purchase Carehaven equipment.

2. Warranty period

This warranty lasts for 12 months from the date your Carehaven equipment is delivered.

3. Warranty coverage

This warranty covers Carehaven against operational defects in materials and workmanship for the warranty period specified in section 2 above. Other Carehaven products distributed but not manufactured by Carehaven will be covered by a separate manufacturer's product warranty. Please contact your sales consultant for further information about this. The benefits conferred by this warranty are in addition to any other rights and remedies which may be available to you under applicable laws relating to Carehaven equipment manufactured in Australia.

4. Specific exclusions

Without limitation, this warranty does not cover:

(a) Carehaven equipment which has not been serviced by Carehaven or a suitably qualified person in accordance with Carehaven recommendations;

(b) damage, deterioration or malfunction caused by:

(i) failure for any reason to follow the directions for use given in any manual or training issued by Carehaven applicable to the Carehaven equipment;

(ii) improper or inadequate maintenance of the Carehaven Equipment as recommended by us;

(iii) accident, fire, liquid contact, lightning, earthquake or other external causes;

(iv) misuse of the Carehaven equipment;

(v) normal wear and tear through use of the Carehaven equipment over time;

(vi) age of the Carehaven equipment and associated parts;

(vii) unauthorised Carehaven equipment modification;

(viii) use of the Carehaven Equipment with another product;

- (c) damage caused during shipping or transport of the Carehaven equipment; or
- (d) any ancillary products purchased with the Carehaven equipment.

5. Making warranty claims

To make a claim under this warranty you must notify Carehaven using the contact details in section 1 within the warranty

period in section 2 by sending:

- (a) a photograph or diagram of the Carehaven equipment clearly showing the defect together with written details of the defect; and
- (b) documentary evidence of proof of purchase and your full contact details. After receiving the above documents from you, Carehaven will contact you to organise an inspection of the Carehaven equipment by one of Carehaven's authorised representatives. This may require you to ship the Carehaven equipment to Carehaven's place of business as set out in section 1. Your warranty claim will then be processed in accordance with section 6.

6. Warranty service

- (a) For valid claims under this warranty, Carehaven will, at its option:
 - (i) repair the affected Carehaven equipment part; or
 - (ii) replace the Carehaven equipment part using new parts or used parts that are equivalent to new parts in performance and reliability.
- (b) All repair work done under this warranty will be carried out during normal business hours

7. Fees and costs

Carehaven will cover all fees and costs relating to processing and responding to valid claims under this warranty excluding:

- (a) repairs made outside normal business hours;
- (b) costs associated with shipping Carehaven equipment to and from Carehaven if an inspection of the equipment is required as part of a claim made under section 5;
- (c) reasonable travel expenses (including travelling time and accommodation if applicable); and
- (d) other costs not attributable to the defect(s) the subject of the claim.

8. Limitations

Except as provided in this warranty and to the extent permitted by law, Carehaven will not be liable for direct, special, incidental or consequential damage (such as loss of time, loss of use of the Carehaven equipment or inconvenience) arising from breach of this warranty. You may have additional rights to claim compensation or other remedies outside this warranty, but any claim based on those rights should be separately pursued.

9. General

(a) No Carehaven agent or employee is authorised to make modifications, extensions or additions to this warranty.

(b) If any provision under this warranty is held to be unenforceable, the remaining provisions will not be affected.

(c) This warranty is governed by, and must be construed in accordance with, the laws of Queensland, Australia