



Warranty

2 years limited warranty on cabinet and hardware accessories

2 years warranty on power rails

1 year warranty on fan units

Rack Technologies Terms of Warranty

Rack Technologies warrants that each of its standard products and components are free from material defect. The Company also warrants to the Customer that the Goods will be supplied in an undamaged condition.

Racks and cabinets, hardware accessories and electrical components are warranted for the stated period. The limited warranty includes repair or replacement of all components found to be defective in material or workmanship under normal use, which shall not apply to products damaged or modified.

On discovery of any defect in the Goods, the Customer must notify the Company in writing of such defect. All damages in transit (where delivery is arranged by Rack Technologies) must be reported in writing within seven days after receipt of product. Claims beyond this time period will not be the responsibility of Rack Technologies.

Rack Technologies will only cover the cost of repair or replacement of product. All costs associated with the removal or installation of product and delivery charges to and from the nominated location for repair or delivery of replacement product is at the customers cost.

- (a) Nothing in these terms and conditions excludes, restricts or modifies the Application of Part 3-2 Div. 1 of the Australian Consumer Law (ACL). To the fullest extent permitted by law, Seller's liability for any breach of a consumer guarantee implied by the ACL (and which cannot be excluded) shall be limited to any one or more of the following (as determined by Seller in its absolute discretion) to the repair, or replacement of the equipment or reimbursing the Buyer for repairing or replacing the equipment.
- (b) Seller shall not be liable whether in contract, tort (including negligence), or otherwise for consequential losses, damages, for anticipated or lost profits, incidental, indirect or punitive damages, loss of time or loss of use, even if advised of the possibility of such damages, incurred by Buyer or any third party in connection with the equipment or services provided by Seller. In no event will Seller's liability in connection with the equipment or services provided by Seller exceed the amounts paid to Seller by Buyer hereunder.
- (c) Nothing in these terms and conditions shall limit or exclude Seller's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), (ii) fraud or fraudulent misrepresentation (iii) breach of the ACL, or (iv) any other matter in respect of which it would be unlawful for Seller to exclude or restrict liability.

The Customer must not carry out any remedial work to alleged defective goods without first obtaining the written consent of the Company to do so. The Customer's failure to provide written notice to the Company within the required time of any alleged breach of the warranty will release and discharge the Company from any obligation or liability for that breach of warranty.

Product being returned for repair or replacement must have prior approval and an assigned Return Material Authority (RMA) number. Any customised product, once approved by the customer, will not be accepted for return, Rack Technologies will however accept to repair goods damaged during transport if notified within (7) seven days of receipt.

Warranty commencement date is from date of invoice.

Kind regards,

Adam Talbot

General Manager, Sales & Marketing