

ROBUST LIMITED PRODUCT WARRANTY – PC LOCS PTY LTD

Effective Date: October 2024

PC Locs Products are built with the Customer needs in mind and to perform as designed. Our robust limited product Warranty is valid only for the original Customer when the PC Locs Product is purchased through PC Locs directly or through an Authorized Reseller.

We warrant to the Customer that our Product is free of defects in design, materials, assembly and craftsmanship from the date of purchase for a period as specifically set forth in this document (unless such Product is discontinued).

- Ten-year warranty on the frames of the Product for defects in material and workmanship.
- Two-year warranty on mechanical components such as but not limited to caster, hinges, doors, drawer runners, handles, lock/padlocks, dividers, shelves, and baskets.
- Two-year warranty on electrical components such as but not limited to timer module, lock module, power management unit, controller, electrical outlets, power boards, switches, circuit boards, remotes, power buttons, and fans.
- One-year warranty on cables, fasteners and other items that have an expected limited life.

Our Products come with guarantees that cannot be excluded under Australian consumer law. The contractual rights that you may be entitled to under the Warranty are in addition to these statutory rights. You are entitled to a repair, replacement, or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

Should the Products be defective, you can choose to make a claim under Australian consumer law or the Warranty (whichever is applicable).

This Warranty is only valid if, but only if, the Products have been properly installed and operated. The Warranty is non-transferable, except from Authorized Reseller to the party purchasing the Product directly from Authorized Reseller. Evidence of original purchase and submission of our Product [registration form](#) within 60 days of purchase will be required to obtain warranty service.

This Warranty does not cover damages or lost functionality resulting from abuse, product modifications, failure to follow product instructions, improper operation, unauthorized service or repair, improper maintenance or failure to perform preventative maintenance, misuse, damages or defects caused by acts of God, damage from electrical source problems, use of components not supplied by PC Locs, or damage caused by peripherals, accessories or software from third party sources. Furthermore, Products and damages not covered under this Warranty are those resulting from abuse, normal wear and tear, accidental damage, or cosmetic damages that do not affect the functionality of the Product. Any damage to or loss of contents within the Product, loss of use, loss of time, lost data, or similar expenses are not covered. Wear and tear is defined as deterioration or damage that naturally and inevitably occurs to the Product as a result of normal

use over time. Regardless of how carefully you use, or how well you care for your Product, it will begin to show age, deterioration and wear and tear. Such usual deterioration and wear and tear includes, but is not limited to, changes in color, abrasions, parts and components that would be expected to be replaced over time, and general breakdown of materials over time.

We do not warrant third-party products nor third-party products incorporated within PC Locs Products. Software is also excluded from this Product warranty, see Terms of Service at <https://www.pclocs.com.au/terms-of-service> and End of Life Policy at <https://pclocs.com.au/end-of-life-policy>.

In the event that a defect, malfunction, or failure occurs or is discovered during the warranty period, PC Locs will repair or replace, at its option, the Products which, in the reasonable judgment of PC Locs, are deemed defective. All defective items must be returned to PC Locs offices prior to receiving warranty service. All transportation costs shall be borne by the owner and the risk of loss shall be upon the party initiating the transportation.

We offer replacement parts for purchase for items that may have deteriorated due to wear and tear. You can find them at <https://www.pclocs.com.au/accessories-and-replacement-parts>.

The terms below shall have the following definitions for purposes of this Warranty:

Customer means the original party purchasing the Products from PC Locs or from an authorized reseller by PC Locs to sell the Products. The Warranty expires when ownership or use of the Product is transferred from the Customer to a third-party.

Products means any goods manufactured by PC Locs, excluding third-party products and Software. The Warranty shall terminate for Products which are discontinued by PC Locs two (2) years after the end of sales of that particular model of the Product.

Software includes, without limitation, back-end management portals, operating systems, Software added to the hardware Products, Software enabled components (including controllers or Software-enabled locks), third-party Software or reloading of Software.

Except as prohibited or limited by applicable law, PC Locs does not warrant that the Products meet the requirements of any safety code of any country, state, municipality, or other jurisdiction, and Customer assumes all risk and liability whatsoever resulting from the use thereof, whether used singly or in combination with other machines or apparatus. This Warranty shall not apply to any of PC Locs's Products, or parts thereof, which have been repaired or altered, without PC Locs's written consent, outside PC Locs's facility or altered in any way so as, in the sole judgment of PC Locs, to adversely affect the stability or reliability of the Products, or if such Products have been subject to misuse, negligence, or accident, or have been operated in a manner not in accordance with PC Locs's printed instructions or have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such Products.

EXCEPT AS PROHIBITED OR LIMITED BY APPLICABLE LAW, THIS WARRANTY AND THE OBLIGATIONS AND LIABILITIES OF PC LOCS ARE EXCLUSIVE AND IN LIEU OF WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW OR OTHERWISE OR WHETHER OR NOT OCCASIONED BY PC LOCS'S NEGLIGENCE AND CUSTOMER HEREBY WAIVES ALL REMEDIES NOT EXPRESSLY PROVIDED IN THIS WARRANTY. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY PC LOCS AND CUSTOMER. REGARDLESS OF THE FAILURE OF THE SOLE AND EXCLUSIVE REMEDIES PROVIDED IN THIS WARRANTY, PC LOCS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, BUSINESS OR PROFITS, LOSS RESULTING FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS RESULTING FROM ANY CLAIM BY ANY THIRD PARTY, ANY LOSS DUE TO DAMAGE TO PROPERTY, AND INJURY TO OR DEATH OF ANY PERSONS RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF THE PRODUCTS OR ANY OTHER PECUNIARY LOSS) OF ANY KIND OR NATURE. PC LOCS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WARRANTY. THE EXCLUSION OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND PUNITIVE DAMAGES IS AN INDEPENDENT AGREEMENT OF PC LOCS AND CUSTOMER APART FROM THE SOLE AND EXCLUSIVE REMEDIES PROVIDED IN THIS WARRANTY.

Customer shall notify PC Locs by registered or certified mail, return receipt requested, and by email to support@pclocs.com.au of a breach of this Warranty within thirty (30) days after discovery thereof, otherwise such claims shall be deemed waived.

Subject to any relevant law or statute, PC Locs's liability and Customer's remedy for breach of the Warranty, or any guarantee, condition, warranty or right or remedy imposed or conferred by law, is limited to, at PC Locs's option, one or more of:

1. In the case of any goods: (i) replacement of the goods or supply of equivalent goods; (ii) repair of the goods; (iii) payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) payment of the cost of repairing the goods.
2. In the case of any services: (i) supplying the services again; or (ii) payment of the cost of having the services supplied again.

PC Locs shall not be in breach of the Warranty, or any guarantee, condition, warranty or right or remedy imposed or conferred by law, where any defect or damage to the Products are caused by: normal wear and aging; excessive wear and tear caused by use in unusual circumstances; accident; abuse; mishandling; improper installation; improper assembly; improper usage; exposure to liquids or chemicals; faulty service or modifications to the original Products other than by PC Locs or its authorized service agents; inappropriate shipment or transit by persons

other than PC Locs; damage caused during transit to PC Locs or its designated distributor or distribution center or authorized agents; corrosion or surface deterioration due to puncturing or damage of original surface finishes; problems induced by or as a consequence of the inappropriate application of electrical power; or any deliberate physical damage, abuse or alteration to the Products.

Customer consents and agrees to the terms of this Warranty by purchasing and using the Products.

Miscellaneous. A. Assignments. No right or obligation under this Warranty may be assigned by Customer. PC Locs may assign this Warranty in whole or in part at any time.
B. Waiver. If PC Locs fails to insist on performance of any term or condition, or fails to exercise any right or privilege hereunder, such failure shall not constitute a waiver of such term, condition, right or privilege.
C. Severability. Any provision of this Warranty that is held unenforceable or invalid for any reason shall be severed and the remainder of the Warranty shall continue in effect.

Governing Law. The Warranty shall be interpreted, enforced and governed by the laws of the State of Western Australia, excluding its choice of law rules.

Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Warranty or the alleged breach thereof, PC Locs and Customer shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered by the Commercial Arbitration Act 2012 (Western Australia). The place of the arbitration shall be Perth, Western Australia.