

## ExploSim Warranty Conditions

### 1 Scope

1.1 These Warranty conditions apply to the ExploSim product (**Product**). The Product consists of the following components:

- (a) *a Transmitter Unit with LCD and Keypad; and*
- (b) *a Charger unit with six (6) Receivers.*

1.2 Layer 3 Services Pty Ltd ACN 141 440 137 (**L3S**) provides the End Customer with a Product Warranty pursuant to the conditions set out below.

### 2 Warranty

2.1 Subject to clause 2.2, L3S guarantees the End Customer that the Product is free of material and processing defects which have an impact of the Product's correct functioning (**Product Warranty**) as an explosion emulator system pursuant to these Warranty conditions. This Product Warranty will apply for a period of 12 months from the date on which the Product is shipped from the factory (**Standard Warranty Period**). Within 14 days of receipt of the product the End Customer will register the Product on the L3S website at <https://layer3services.net.au> (**Website**) (**Online Product Registration**) to validate the Product Warranty. L3S will provide the End Customer with the date on which the Product was shipped from the factory via the Online Product Registration process.

2.2 If the End Customer elects at the time of purchase of the Product to pay to extend the warranty period of the Product by up to a further period of four years after the expiry of the Standard Warranty Period (**Extended Warranty Period**), the Product Warranty will apply for the chosen Extended Warranty Period from the date on which the Product is shipped from the factory. L3S will provide the End Customer with the date on which the Product was shipped from the factory via the Online Product Registration process.

### 3 L3S Warranty services

3.1 If a Warranty claim event occurs during the relevant Warranty Period (being either the Standard Warranty Period or Extended Warranty Period, now referred to as the **Warranty Period** as applicable) the End Customer must follow the Warranty Process outlined in clause 4.

### 4 Warranty Process

4.1 If the End Customer encounters an issue with the Product, they must follow the process set out below:

- (a) Submit a request through L3S online support portal on the Website.
- (b) L3S will attempt to rectify the issue through the mechanism of email support to the End Customer.
- (c) If the issue is not rectified by the process outlined in clause 4.1(b), L3S will provide the

End Customer with a pre-paid shipping label to ship the Product to its nominated location.

(d) The End Customer must deliver the Product appropriately packaged in a cardboard box with shipping label attached to any local FedEx shipping centres. The freight cost is covered by the valid Warranty claim.

(e) On receipt of the Product, L3S will repair the Product at its nominated maintenance facility.

(f) Once the Product is repaired (including any replacement parts) the Product will be shipped back to the End Customer's address as listed on the Online Product Registration process. The return freight cost is covered by the valid Warranty claim.

### 5 Cost of repair or replacement

5.1 If a Warranty claim event occurs during the relevant Warranty Period due to a fault in the Product, L3S will, at its sole discretion and at its own expense repair the Product or replace the Product in accordance with clause 5.2 .

5.2 If the original Product is no longer being manufactured, L3S reserves the right to supply a replacement Product which provides the same or comparable functions.

5.3 If L3S replaces a Product under clause 4.1(e), ownership of the original Product replaced by L3S will pass to L3S once the End Customer receives the replacement Product delivery. Likewise, ownership of any Product components replaced during repair will be assumed by L3S.

5.4 The relevant Warranty Period for a replacement Product does not start again. Rather, the remaining time of the original Warranty Period applies for the supplied replacement Product.

5.5 If a Warranty service provided by L3S is not successful, L3S is entitled to repeat the same Warranty service measure or provide another form of remedy unless this is unreasonable for the End Customer. The freight costs associated with repeating the Warranty service are covered by the valid Warranty claim.

5.6 Liability of L3S is limited to the actual repair or replacement of the Product and does not cover special, indirect, incidental, or consequential damages.

### 6 Exclusion of the Warranty

6.1 The End Customer will not be entitled to make a claim under the Warranty and the Warranty does not apply to Products which are impaired, damaged, or destroyed due to the fact that:

- (a) the Product has been stored or transported recklessly, or without reasonable skill and care by the End Customer or a third party;
- (b) the Product has not been used according to L3S's Instruction Manual as provided to the End Customer on a USB Key with the original purchase and according to

- acknowledged standard physical limitations of the technology;
- (c) the Product has been operated in contradiction to their intended purpose and, in particular, in contradiction to the Instruction Manual;
  - (d) the Product has not been maintained properly, in particular, not pursuant to the maintenance instructions in the Instruction Manual;
  - (e) the End Customer or a third party has modified the Product or the Product has been damaged intentionally or subject to any other inappropriate action;
  - (f) the Product has been exposed to a force majeure, in particular, lightning strike, fire, or natural disasters;
  - (g) the Product has suffered water intrusion or other environmental damage;
  - (h) the Product has suffered physical damage of any kind;
  - (i) the factory fitted physical and logical security measures included in the Product have been tampered with and are not in their original state; or
  - (j) the Warranty Period has expired.

*Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

9.3 The consumer guarantees under the Australian Consumer Law do not apply to any persons residing in countries other than Australia.

## **7 Non-Warranty Repairs**

7.1 If L3S determines that the Product is not covered by Warranty due to any of the matters communicated under clauses 6.1(a) to 6.1(j) inclusive then L3S will communicate by email the reason to the End Customer and provide a quote for the repairs and freight.

## **8 Transfer to a new owner**

If the original End Customer sells and transfers the title to the Product on, this Warranty is transferred to the new owner of the Product to the extent of the remaining Warranty Period. The respective new owner is then considered the End Customer for the purposes of these Warranty conditions. In this event, this Warranty expires for the original End Customer. Change of ownership must be declared online under the original End Customer's Online Product Registration. The transfer of ownership will be recognised once the new owner's details are confirmed by L3S on the Online Product Registration.

## **9 Limitation of liability**

9.1 To the extent permitted by law (including the *Competition and Consumer Act 2010* (Cth)), all other express and implied warranties are specifically disclaimed.

9.2 Subject to clause 9.3, in some circumstances, the consumer guarantees under the Australian Consumer Law may apply to L3S' supply of Products. In such cases, the following applies:

*Product come with guarantees that cannot be excluded under the Australian Consumer*