

# MOBILECARE SERVICE CENTRES

## TERMS AND CONDITIONS OF SERVICE

The Terms and Conditions of Service ("Conditions") for this Agreement are subject to the following conditions:

"DBAN" or "Mobilecare" means Dynabook ANZ Pty Limited ABN 66 613 916 957.

"Customer" means the entity having title to the goods (the "Product") and organising for the Product to be delivered to DBAN for inspection and/or repair by a Mobilecare Centre.

"Services" means the service provided to inspect and/or effect repair of the Customer's Product listed on the invoice supplied by DBAN to the Customer in relation to the Service provided.

Please read these terms carefully to ensure that you are properly informed about important matters such as your payment obligations, your warranty entitlements, Mobilecare's liability to you and right to dispose of uncollected Products. Customers who deliver their Product in person are requested to sign the Product received record to indicate their acceptance of the terms. Customers who receive this document by email are asked to contact Mobilecare within 24 hours if they object to any of the terms. It is the Customer's responsibility to keep Mobilecare informed of any changes to the Customer's address and/or contact details. Please carefully read these terms and conditions before acceptance.

### 1. DEFINITIONS AND APPLICATION OF TERMS

These terms apply to the customer's Products and associated Services specified in the booking record issued by Mobilecare to the Customer. They apply in addition to any other relevant terms that DBAN may notify the Customer in writing of and that the Customer may accept. In the event of conflict, these terms will prevail.

### 2. TIMING

Mobilecare will use its best endeavours to perform the Services by any date notified to the Customer, but will not have any liability to the Customer for failing to do so.

### 3. SERVICE CHARGES AND PAYMENT

3.1 All chargeable Services (including the provision of spare parts and other materials) will be paid for by the Customer at Mobilecare's current rates (including GST). Additional charges, including but not limited to quote rejection fees and freight cost, are also payable by the Customer.

3.2 All amounts payable by the Customer must be paid on collection either by EFTPOS, accepted credit cards or bank cheques, or in accordance with the terms of your DBAN Credit Account. Personal cheques are not accepted without prior agreement and arrangement.

### 4. TRANSPORTATION OF PRODUCTS NOT COVERED BY DBAN'S LIMITED WARRANTY

The Customer is responsible for arranging delivery of the Product to the service depot. Mobilecare has no responsibility for any loss or damage that may happen to the Product in transit to and from Mobilecare.

### 5. WARRANTY

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

5.1 Mobilecare warrants that any repairs to the Product performed by Mobilecare will restore the Product to the manufacturer's specifications. Mobilecare will, at its option either repair or exchange the faulty parts within the Product, or the Product itself, with items that are functionally equivalent to that as originally supplied, or better, during the warranty period stated for the model, using new or refurbished parts or units, solely at Mobilecare's discretion. Title and risk of items is surrendered to each party on physical exchange. Repair or exchange is subject to the original item being genuine and unaltered.

5.2 The warranty stated in clause 5.1 will be the balance of the Product Warranty, or ninety (90) days, whichever is greater.

5.3 The Customer's sole and exclusive remedy under the warranty stated in clause 5.1 is the right to require Mobilecare to perform the Services again.

5.4

(a) We exclude all Warranties, conditions and liability implied by law other than:

(i) Those which may not be lawfully excluded under the Competition and Consumer Act (2010) or any other Commonwealth, State or Territory Legislation, or in New Zealand the Commerce Act (1986), the Fair Trading Act (1986) or the Consumer Guarantees Act 1993 (in

which case, to the extent permitted by law, DBAN's liability is limited, at its option, to the replacement of the Products, supply of equivalent Products, or the repair of the Products); and

(ii) Any express warranty contained in a warranty card (if any) accompanying the Product.

(b) Subject to 5.4(a) above, DBAN shall not be liable for any direct, indirect, incidental or consequential loss, injury or damage whatsoever (including but not limited to loss of profits, damage or claims by third parties) which the Customer may suffer in respect of the purchase of the Services and/or Products.

5.5 Repair to the Product may result in loss of the data. This includes, but is not limited to music, photos, contact details and/or electronic documents. DBAN is not responsible for any loss of data and recommends that the Customer backs up and secures the data prior to arranging service. Data backup, virus or spyware removal, or similar, and data recovery services are not provided.

5.6 Product presented for repair may be replaced by refurbished Products of the same type, rather than being repaired. Refurbished parts may be used to repair the Product.

### 6. DISPOSAL OF UNCOLLECTED PRODUCTS

6.1 This clause applies if the Customer fails to collect the Product after completion of the Services as previously arranged and/or following quotation where no Customer instructions are received by Mobilecare. In those circumstances, the Customer agrees that Mobilecare may dispose of the Product in accordance with this clause.

6.2 Mobilecare will notify the Customer by phone, SMS or email that the Product has been repaired. If, after three (3) months of such notification, the Customer has not paid for the repair and/or collected or made arrangements for the collection of the Product, DBAN will deem the Product "abandoned" and DBAN may, in its absolute discretion, dispose of the Product in accordance with Clause 6.3 hereof.

6.3 If after three (3) months from the date of repair being completed the Customer has not collected the Product or requested MobileCare to send the

Product to the Customer, Mobilecare may dispose of the Product by such means as it considers appropriate, including (but not limited to) private sale, auction, gift or destruction. Mobilecare will apply the proceeds of any sale of the Product in the following sequence until the proceeds are exhausted:

- (a) To pay any amount owed by the Customer in relation to the Services
- (b) To pay any unpaid fees of the kind referred to in clause 6.3
- (c) To pay any other amounts owed by the Customer to Mobilecare or DBAN
- (d) As a donation to a registered charity of Mobilecare's choosing

6.4 If the proceeds of sale of the Product are insufficient to cover the amounts referred to in the paragraphs 6.3(a)-(c) above, Mobilecare reserves the right to recover the shortfall from the Customer.

6.5 The Customer may collect the Product or instruct Mobilecare to send the Product to the Customer at any time up until, but not after, four (4) months from the date of invoice, provided that Mobilecare will not be obliged to release or send the Product until after the Customer has paid any outstanding amounts owed to Mobilecare.

### 7. PRIVACY STATEMENT

Information supplied by you is used by DBAN to process your request and/or to perform a warranty action. Refer to DBAN's Privacy Policy at [www.anz.dynabook.com/privacy](http://www.anz.dynabook.com/privacy).