

# Fleet Complete Australia

## Limited Hardware Warranty

### 1. Hardware Warranty

**1.1.** The Fleet Complete Australia Pty Ltd (“FC”) suite of hardware products listed in section 2 (“Products”) are warranted against material defects in workmanship and materials for a period of thirty six (36) months from the date of shipment to the client (the “Client”). Defects appearing after that period are not covered by this warranty. The Client’s sole and exclusive remedy and FC’s entire liability for breach of the foregoing warranty will be (a) the repair or, at FC’s option and expense, replacement of defective Product, or components thereof in accordance with this warranty. Title in all defective parts which are removed from a Product and replaced by FC hereunder shall transfer back to FC or its suppliers, as applicable.

**1.2.** Unless otherwise so provided:

**(a)** The warranty period for computer programs in machine-readable form included in a Product, which are essential for the functionality thereof as specifically stated in the published Product specifications (“Core Product Software”) will be coincident with the warranty period of the Product. Software patches, bug fixes, updates or workarounds do not extend the original warranty period.

**(b)** Installation hardware that contain a serial number, such as adapters, USB connectors and certain power supplies (“Serialized Accessories”) carry a warranty term of ninety (90) days from the date of shipment and non-serialized installation hardware, such as antennas and cable harnesses are warranted for a period of thirty (30) days from date of shipment by FC.

**1.3.** Products may be serviced or manufactured with parts, components, or subassemblies that originate from returned products and that have been tested as meeting applicable specifications for equivalent new material and Products.

**1.4.** The sole obligation of FC for defective Products under this warranty is limited to repair or replacement (at FC’s option) on a “return to service depot” basis with FC’s prior written authorization. If FC (acting reasonably) determines that the Product is defective, FC will reimburse the Client the cost of shipment to FC and will assume all costs and risks associated with this transportation and return shipment to the Client. Client shall be responsible for all shipment charges for

Product returned where FC (acting reasonably) determines there is no defect, or for Product returned that FC (acting reasonably) determines is not eligible for warranty repair.

**1.5.** The above Product and Core Product Software warranty provisions shall not apply to batteries or if the Product or Core Product Software has been repaired, tampered with, altered or modified, except by FC or if the defects or damage to the Product or Core Software Product results from (a) contact with liquid, water, rain, extreme humidity, or food/drink; (b) use of parts or accessories not approved or supplied by FC; (c) unusual physical or electrical or power stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification; (d) servicing, testing, installation, tampering, alteration or modification of or to the Product or its installation in any way by someone other than FC or its authorized service technicians or installers. The above warranty will also not apply if the Product, Core Product Software Product or serialized accessories have a serial number or date tags that have been removed, altered or obliterated, broken seals or there is evidence of tampering or mismatched board serial numbers.

1.6 The benefits to the Client given by this warranty are in addition to other rights and remedies of the Client in relation to the Product and the Core Product Software under any law to the extent that those rights and remedies cannot be excluded by agreement.

## 2. Products Covered by FC Warranty

The following FC Products are covered by this warranty: MGS800.

## 3. Installation Warranty

**3.1.** FC further warrants that, for a period of thirty six (36) months from the date of installation of the Product by FC or an authorized FC installer, the installation services will be performed with reasonable skill and in a professional manner. FC's sole responsibility and the Client's sole remedy under this warranty with respect to deficient or non-conforming installation services is to use commercially reasonable efforts to re-perform such installation services.

**3.2.** The Installation warranty shall not apply if the installation has been tampered with, altered or modified, except by FC or a FC authorized installer. For greater certainty, the following conditions would not be covered under warranty: (a) Power Harness disconnected; (b) Power Harness cut or damaged; (c) Antenna cable disconnected; (d) Antenna cable cut or damaged; (e) the installation defect is a result from contact with liquid, water, rain, extreme humidity, food or drink; (f) the installation defects or damage results from use of parts or accessories not approved or installed by FC authorized installers; or (g) the installation defects results from unusual physical or electrical/ power stress (ie; power surge), abuse, or accident, or forces or exposure beyond normal use within the specified

operational and environmental parameters set forth in the applicable Product specification.

## 4. Warranty Disclaimer

Our goods come with guarantees that cannot be excluded under the Australian Consumer 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY LAW, FC MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO THE PRODUCTS, CORE PRODUCT SOFTWARE, SERIALIZED ACCESSORIES OR THE SERVICES PROVIDED BY FC, INCLUDING BUT NOT LIMITED TO, WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF WORKMANSHIP, MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR DURABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FC DOES NOT WARRANT THAT THE PRODUCTS, CORE PRODUCT SOFTWARE, SERIALIZED ACCESSORIES OR THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS OR CORE PRODUCT SOFTWARE WILL BE ERROR FREE.

## 5. Disclaimer of Liability

In rare circumstances the Hardware when used with the Fleet Complete software (the "FC Software") may interfere with aftermarket products, including but not limited to, products and applications such as remote car starters, wheel chair lifts and other competing solutions. In the event that the FC Software causes interference, disruption, malfunction or any other abnormality in an aftermarket product or application, FC shall not be liable or responsible to the Client for any direct, indirect, incidental, consequential damages or losses resulting from the use of authorized or unauthorized aftermarket products and applications, whether or not FC has been advised of the possibility of such use or damages or such damages were reasonably foreseeable.

## 6. Hardware Warranty Repair Procedures

**6.1.** The Client may, within the Warranty Period, notify FC via email or phone of any Products containing defects.

**6.2.** FC will evaluate the request and may elect to dispatch an authorized service technician to resolve the defect. If the Product needs to be returned to FC for

investigation FC will issue a Returned Material Authorization (“RMA”) number to the Client. The Client shall then send the defective Product, freight and insurance paid by FC to Fleet Complete Australia Pty Ltd, 31 – 35 George Street Thebarton SA 5031. If after investigation by FC the Product is deemed by FC acting reasonably not to be defective or to have been tampered with or damaged by the Client, FC will be entitled to, and reserves the right to, invoice the Client for the associated shipping costs when it returns the RMA Product to the Client. The Client shall ship Products in containers which provide adequate protections, and shall display the RMA number on the outside of the container(s). FC reserves the right to refuse to accept any rejected Products that do not bear an RMA number on the outside of the container.

**6.3.** If a notification of a defect covered by this warranty is received by FC during the applicable Warranty Period, and FC receives the Product from the Client within one month after the RMA number is issued to the Client, or the repair or replacement can be carried out by a technician on site pursuant to clause 6.2 above, FC will, at its sole option and expense, repair or replace such Product using new Products or materials to make such repair or replacement and will ship the repaired or replaced Product back to the Client.

**6.4.** FC will coordinate with an authorized service technician to have the Product reinstalled into the Client’s applicable vehicle.

**6.5.** The Client is responsible for de-installation and re-installation service fees, if applicable. It should also be noted that this warranty will be voided if an authorized service technician or installer is not used to perform infield work.

**7.** This warranty is provided by Fleet Complete Australia Pty Ltd, ABN 78 614 855 Unit 3, 31-35 George Street, Thebarton SA 5031, telephone 1300 956 956, email; [mitsubishimotorsfleetiqsupport@fleetcomplete.com.au](mailto:mitsubishimotorsfleetiqsupport@fleetcomplete.com.au)