

PRODUCT WARRANTY TERMS & CONDITIONS

Joolca Pty Ltd (“We”, “Us”, “Our”) trading as “Joolca” offers warranties for our Products on the terms, conditions, and for the duration outlined in this document (“Warranty”) if and when a Customer buys the Product(s) from our authorised distributor.

Joolca’s Products come with guarantees that cannot be excluded under the Australian Consumer Law. The benefits of this Warranty are in addition to other rights and remedies available by law in respect to the Products, and shall not derogate from any applicable mandatory statutory provisions or rights under the Australian Consumer Law.

Definitions

1. “Product” means:

1.1. All products manufactured or supplied by Joolca; and

1.2. Any component of or accessory for any Product in clause 1.1.

2. “Customer” means the person who purchased and paid for the Product.

General Warranty

3. A Customer is entitled to a replacement or refund for a major product failure.

4. A Customer is also entitled to have a Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure.

Dead on Arrival (DOA) Product

5. A Joolca product is considered DOA if it is completely not functioning when received by the customer. If you believe that your product is DOA, please contact the Joolca Support Team at the contact details specified in clause 26 within thirty (30) days of purchase. Joolca Support will determine whether the product is DOA and offer you the following options:

5.1. Replacement: The same product that your ordered will be shipped to you at Joolca’s expense.

5.2. In the cases in this clause 5.1, Joolca will provide a prepaid label from a courier of its own choice to cover the shipping costs for the return of the Product. Upon return lodgement of the DOA product with the chosen shipping partner, Joolca will send a new, replacement Product to the Customer.

5.3. Repair: You may have the product repaired under Joolca’s standard product

warranty.

6. For warranty claims made thirty (30) days after the purchase of the Product, Joolca’s standard product warranty will apply.

Offer and Duration of Product Warranties

7. Joolca warrants that its Products will be free from defects in materials and workmanship affecting normal use, for two (2) years from the date of purchase (“Warranty Period”), provided that the Products are handled with normal application, installation, use and conditions.

8. If a Product malfunctions or becomes inoperative during the Warranty Period due to a defect in materials or workmanship, as determined by Joolca, then subject to further rights conferred by the Australian Consumer Law on the Purchaser, Joolca will, in exercise of its sole discretion and without charge to the Customer, either:

8.1. Repair the defective Product;

8.2. Replace the defective Product; or

8.3. Provide a refund to the Customer for the purchase price paid for the defective Product,

8.4. In the cases under this clause 8, Joolca will provide a prepaid label from a courier of its own choice to cover the shipping costs for the return of the Product. Upon receipt of the Product, Joolca will send a replacement Product to the Customer.

Exclusions and Limitations

9. This Warranty will not apply to or include any defect, damage, fault, failure or malfunction of a Product that Joolca determines, in exercise of its sole

discretion, to be due to:

9.1. Parts which are consumable;

9.2. Commercial use of the Product;

9.3. Normal wear and tear or exposure to weather conditions over time;

9.4. Accident, misuse, abuse, negligence, vandalism, alteration or modification;

9.5. Non-observance of any of the instructions supplied by Joolca, including instructions concerning installation, operation and application of the Product;

9.6. Failure to ensure proper maintenance of the Product strictly in accordance with Joolca’s instructions, or failure to ensure proper maintenance of any associated equipment or machinery;

9.7. Repairs to the Product that are not strictly in accordance with Joolca’s instructions;

9.8. Installation, disassembly, repairs or maintenance and alteration of the Product by, or under the supervision of, a person who is not a qualified or approved Joolca Product Technician or if non genuine or non-approved parts have been fitted;

9.9. Acts of God, such as fire, flood, storm, hail, extreme heat, frost damage or other occurrence outside the control of Joolca;

9.10. Use other than for any reasonable purpose for which the Product was manufactured; and

9.11. Any indirect or incidental damage of whatever nature outside the control of Joolca.

Warranty Claims

10. Warranty claims must be made by direct contact with Joolca at the phone support line or email address specified in clause 26 within the Warranty Period. Such claims must include the following:

10.1. Details and circumstances surrounding the alleged defect or fault;

10.2. Evidence of the claim, including photographs of the Product (where the subject of the claim is capable of being photographed);

10.3. The serial number of the Product (if applicable); and

10.4. Proof of purchase documentation for the Product from an authorised distributor or reseller of Joolca, which clearly shows the date and place of purchase.

11. When returning a Product to Joolca, the Customer must ensure that it is packaged, shipped and handled with care. Joolca will not be responsible for any damage caused to the Product during shipping.

12. Joolca will reject Warranty claims that do not comply with the above requirements.

13. Without limiting any other clause in this Warranty, Joolca has the right to reject any Warranty claim where:

13.1. The Customer does not notify Joolca in writing through a Warranty claim within the Warranty Period;

13.2. The Customer does not notify Joolca in writing through a Warranty claim within one (1) month of becoming aware of the relevant circumstances giving rise to the claim, so that any further problems with the Product could have been minimised;

13.3. The serial number of the Product (if applicable) has been altered, removed or made illegible without the written authority of Joolca;

13.4. The Customer is unable to provide proof of purchase documentation in accordance with clause 10 or evidence that the Product was properly installed and removed (if relevant), and that proper maintenance has been performed on the Product in accordance with the instructions.

14. If the Product is found to be working satisfactorily on return to Joolca or upon investigation by Joolca, the Customer must pay Joolca's reasonable costs of

testing and investigating the Product in addition to shipping and transportation charges. Where Joolca is in possession of the Product, the Product will be returned to the Customer on receipt of the amount charged.

15. Any replaced Product or components of Product shall become the property of Joolca.

16. Joolca may, in exercise of its sole discretion, deliver another type of Product or component of a Product (different in size, colour, shape, weight, brand and/or specifications, including refurbished or reconditioned Products and components) in fulfilling its obligations under this Warranty, in the event that Joolca has discontinued manufacturing or supplying the relevant Product or component at the time of the Warranty claim, or where such Product or component is superior to that originally purchased by the Customer.

Other Conditions of Warranty

17. If the Customer acquired a Product for the purpose of resupply, then this Warranty shall not apply to that Product.

18. In particular, the sale of a Product via an offline or traditional store, online auction, online store, other internet websites, or any other outlet by a party that is not an authorised distributor or reseller of Joolca will be deemed to be a resupply within the meaning of the Australian Consumer Law, and will render this Warranty void, as Joolca has no control over the storage, handling, quality or safety of Products sold by such persons.

19. A Customer shall only be entitled to the benefits of this Warranty after all amounts owing in respect to the Product have been paid.

20. While Joolca warrants that its Products will be free from defects in materials and workmanship in the circumstances set out in this Warranty, to the maximum extent permitted by law, Joolca does not warrant that the operation of the Products will be uninterrupted or error-free.

21. To the maximum extent permitted

by law, Joolca's determination of the existence of any defect and the cause of any defect will be conclusive.

22. Spare parts or materials for the Products are guaranteed to be available for a period of at least two (2) years after purchase of the Products.

23. The agents, officers and employees of any distributor or reseller of the Products and of Joolca are not authorised to vary or extend the terms of this Warranty.

24. Joolca shall not be responsible or liable to a Customer or any third party in connection with any non-performance or delay in performance of any terms and conditions of this Warranty due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemic, fire, flood, blizzard, hurricane, changes of public policies, terrorism, and other events which are beyond the control of Joolca. In such circumstances, Joolca may suspend performance of this Warranty without liability for the period of the delay reasonably attributed to such causes.

25. If a clause of part of a clause in this Warranty can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause in this Warranty is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Warranty, but the rest of this Warranty is not to be affected.

Contact Details

26. In the unlikely event that a technical issue arises with a Joolca Product, customers are encouraged to immediately contact the Joolca Support team for prompt and efficient diagnosis and product support. Joolca's contact details for sending warranty claims under this Warranty are:

Joolca Pty Limited
27A Production Drive, Campbellfield,
VIC, 3061

Email: support@joolca.com.au
Telephone: 1300 669 500