



**HARVEST TECHNOLOGY PTY LIMITED**

# **GLOBAL 12-MONTH WARRANTY**

Revision Date: 5.10.2021



### Applicability of warranty

---

1. This warranty against defects is offered by Harvest Technology Pty Ltd (ABN 52 601 194 138) of 7 Turner Avenue, Technology Park, Bentley, 6102, Western Australia, Australia (**Harvest**).  
  
Harvest offers a warranty against defects for all Infinity products (together, **the Products**) purchased from it or its authorised resellers:
2. This warranty is valid in Australia for all Products sold after 5 October 2021. If a subsequent version of this warranty is published, the terms of that warranty will apply to Products sold after the date specified in the subsequent version.
3. This warranty only applies to the end-user who purchased the Product from Harvest, or a Harvest authorised reseller, for their own use and put the Product into use for the first time (**You**).
4. This warranty is in addition to any rights and remedies that You may have under any mandatory applicable law. These rights will vary from country to country, and may even vary within countries (e.g., from state to state, or province to province). Other than as permitted by mandatory applicable law, Harvest does not exclude, limit, or suspend these rights and remedies. Where Harvest is permitted to limit its liability under applicable law, to the extent permitted by that law, this warranty sets out Harvest's complete liability regarding the Products and Harvest excludes all other warranties, terms, and remedies whether oral, written, statutory, express, or implied.

### Coverage and Warranty Period

---

5. Harvest warrants that the Products will be free from defects for 12 months (**Warranty Period**) from the date of purchase of the Products from a Harvest authorised reseller.
6. If the Product fails to comply with the above warranty during the Warranty Period, Harvest will, at its sole option, repair or replace the Product in accordance with this warranty.

### Entitlement to claim under this warranty

---

7. To be entitled to make a claim under this warranty, You need to:
  - a. follow the procedure set out below in sections 10 and 11; and
  - b. contact Harvest if You purchased the Product from us or the Harvest reseller from whom You purchased the Product within a reasonable time but no longer than 7 days of appearance of the defect.
8. You are not entitled to make a claim under this warranty if the relevant Product does not have its original product labels and serial numbers or the labels or numbers are illegible.

### Warranty claim procedure and costs

---

9. If You wish to make a claim under this warranty, You need to contact Harvest if You purchased the Product directly, or the Harvest reseller from whom You purchased the Product, provide proof of purchase (Your invoice), contact details and the date of purchase of the Product.
10. Harvest will arrange for the Product to be inspected and/or tested (we will do this ourselves or arrange for our reseller to do so). You will be informed whether this will occur on-site or whether the Product must be sent elsewhere for testing and assessment.
11. If Harvest determines in its sole discretion that You have a valid warranty claim, Harvest will organise for the repair or replacement of the Product or any component in accordance with this warranty.



12. Other than transport costs (as set out in sections 14 and 15 below), any expenses incurred in the making of a claim under this warranty will be borne by You.

### Exclusions

---

13. This warranty does not apply to defects, damage or malfunction caused by:
- a. any person or carrier after the Product has left the collection point. The collection point means the collection point for the Product notified by Harvest or the Harvest reseller by invoice, email or packing slip;
  - b. repairs or modifications to the Product performed by someone other than Harvest or its authorised repair agents, or otherwise without the prior written consent of Harvest;
  - c. abuse, malicious acts, misuse or abnormal use, accident (including liquid contact) or negligent acts or omissions;
  - d. any external or environmental causes or force majeure events, including power failures or surges, pollution, explosion, lightning, fire, smoke, charring, flood, hail, high snow loads or any other natural disaster, pest damage, actions of third parties, and any other events outside Harvest's control;
  - e. use of parts or accessories not supplied by Harvest, its authorised resellers or its authorised repair agents;
  - f. failure to install, operate and/or maintain the Product (including incorrect use of cables) in accordance with the applicable operation guides supplied with the Product or any instructions or directions given by Harvest or its authorised reseller;
  - g. wear and tear, including from constant use;
  - h. weather or other adverse conditions, including corrosive atmospheric conditions e.g. salt, ocean spray, dust storms;
  - i. cosmetic defects; or
  - j. specifications or designs in relation to the Product which have been stipulated by You.

### Transport costs

---

14. If Harvest determines that the defect in the Product is covered by this warranty, the costs of any transport associated with the remedy chosen by us will be borne by Harvest.
15. If Harvest determines that the defect in the Product is not covered by this warranty, You will be responsible for the reasonable costs of any transport associated with the return of the Product to You.

### Replacements and repairs

---

16. Harvest may use new, used, remanufactured, or refurbished parts or products when repairing or replacing any Product under this warranty. Any exchanged or replaced parts or Products will become the property of Harvest. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired.
17. The Warranty Period of a Product remains unchanged (and is not extended) if we repair or replace it under this warranty. This does not affect any rights You may have under the Australian Consumer Law in relation



to the replaced or repaired Product (see the section below entitled “The Australian Consumer Law” for further details).

### **Our liability**

---

18. To the extent permitted by law, this document sets out Harvest’s entire liability under this warranty.

### **Harvest’s contact details**

---

19. Please contact us if you have any questions about this warranty.

Phone: +61 8 6370 6370

E-mail: [commercial@harvest-tech.com.au](mailto:commercial@harvest-tech.com.au)

### **For purchasers in Australia**

---

20. This section applies if the Product was purchased in Australia and you are a “consumer” as defined in the Australian Consumer Law (that is, if the Product You purchased costs less than \$100,000).
21. 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.
22. Harvest provides this warranty in addition to your rights under the Australian Consumer Law.
23. Where You have rights under the Australian Consumer Law and Harvest supplies the Product to You, Harvest limits its liability in accordance with the Australian Consumer Law to:
- a. replacing or repairing the goods, or paying the cost of replacing or repairing the goods; or
  - b. supplying equivalent goods or paying the cost acquiring equivalent goods.