

# Legal Information

## Hardware Returns Policy



### About this document

This document is our Hardware Returns Policy ("Policy"). In this Hardware Returns Policy, "we", "our" and "us" are all references to BOSLEY HOLDINGS PTY LTD trading as SWOOP BROADBAND, ABN 71613948575 of 1A, 155 Queen Street, Warragul VIC 3820 Australia. This Policy is accessible on our website and is distributed to customers and former customers (together, "Customers") and our staff. Our Chief Executive Officer (or equivalent) has approved this Policy and is responsible for ensuring its implementation, operation and compliance with any applicable regulations and industry codes.

### Hardware Terms and Conditions

We supply NetComm NF18AVC routers for \$140 (postage and GST inclusive).

The routers we supply and their associated and supplied accessories including cables and power supply units are covered by a 24-month manufacturer's warranty if purchased after 1 October 2019. This is a repair and replacement warranty against manufacturing faults, and is in addition to any guarantees that apply under Australian Consumer Law.

NetComm NF18ACV routers purchased prior to 1 October 2019 were covered by a 12-month manufacturer's warranty that was upgradable to 24-months if registered with NetComm within 30 days of purchase.

When you purchase a router from us, responsibility for the device passes to you as soon as you receive it, and full ownership of the device passes to you when you have paid for it in full.

The manufacturer may release new software ('firmware') for the device periodically for security enhancements, compatibility and to resolve known bugs. It is your responsibility to ensure that your device is kept up-to-date. You can contact us for assistance in applying firmware updates to your device. In some cases, we may require an update to your device. If there is an associated cost with this, we will notify you in advance.

### Australian Consumer Law

Your Legal Rights under Consumer Law include a guarantee that products you purchase will be fit for purpose, safe, durable, acceptable in appearance, and free from defects for a reasonable period of time. This period may exceed the warranty period, depending on factors such as the cost of the product and the type of the product.

If a product doesn't meet a consumer guarantee, you are entitled to a remedy. The remedy may differ depending on the type of fault. If a Major Fault, you can choose whether to have the product repaired or replaced, or if you would prefer a refund. For a Minor Fault, the type of remedy offered is at our discretion, but may be a replacement, repair or refund.

**Major faults** include a fault that would make the product unsafe, substantially unfit for the type of purpose the product would typically be used for, or would normally have stopped someone buying the product if they had been aware of the extent of the fault beforehand.

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### **Damage**

Damage caused by you or by another party is not covered. This includes moisture damage, impact (drop) damage, or damage resulting from use of the device in a manner that is not typical for the type of device, or damage caused by your use of incompatible accessories, such as power supplies other than the one supplied with the device. Voltage damage caused by lightning strike is also specifically excluded.

If your device is damaged, you can still contact us for assistance. We may be able to assist you to purchase a replacement device.

### **How to arrange a claim and return of your faulty device**

Please contact us for assistance as soon as you become aware that your device may have a fault or defect. Our team will undertake the troubleshooting process with you to determine if it is likely that there is a fault.

If it appears that a device is likely to be faulty, and the device is within the 24-month warranty period, we will send you a replacement device along with a return satchel for your faulty device. You must return the faulty device to us within 30 business days or you may be charged for the replacement device. Devices must be returned by post or freight - we will not accept device returns in person or left onsite at our operating premises.

You are responsible for ensuring that your device is wrapped and packaged securely, and returned with all supplied cables, accessories and the original power supply, and the original box (if possible). Please package the items carefully, as we will not be responsible or liable for items that are damaged in transit.

You will need to pay for the return postage upfront. Please send us a photograph of the receipt, and when your return is processed we will credit you for the cost of postage if your return is eligible (see Testing and assessment of the device).

### **Testing and assessment of the device**

When we receive the faulty device, we will test it.

- If the fault is not covered by the warranty, such as a fault caused by water damage, impact/drop damage, voltage damage/lightning strike, or your misuse of the device, or something else that is not covered, you will be charged the full cost of the replacement device plus the postage costs associated with the return. We will not reimburse you for the postage cost you incurred to return the device to us in this circumstance.
- We reserve the right to repair the device, or to replace it with a refurbished device
- We will replace your device with the same model or an equivalent model if your device is not in stock

### **Returning A Non-Faulty Device (Change of Mind Refund)**

Under Consumer Law, we are not obligated to provide a refund if you have simply changed your mind about your purchase, or if you have purchased the wrong device from us because you did not discuss the purchase with us prior to determine if the device is suitable for the purpose you

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intended. However, we will consider a change of mind refund if the following conditions are met:

- You originally purchased the device from us.
- The item is returned to us within 10 days of purchase.
- You discuss the return with us before sending us the device, and we confirm you can return it for a change of mind refund.
- You pay for all costs associated with posting the device back to us.
- You are responsible for ensuring that your device is wrapped and packaged securely. We will not be responsible or liable for items that are damaged in transit.
- Devices must be returned by post or freight - we will not accept device returns in person or left onsite at our operating premises.
- The device is returned to us in as-new condition, complete with everything that was originally supplied including the box, cables, documentation, WiFi/Network Security card and power supply. You must not mark or write on the box, or damage it. **Do not send your device back to us if it is damaged, marked or incomplete, as it will not be eligible for a change of mind refund.**
- We will inspect the device when we receive it, and determine if it is eligible.
- If the device is returned to us incomplete or damaged (including damage to the box) we will decline a change-of-mind refund. We can arrange to return the device to you via post at your expense.
- A refund will be issued after the item has been returned to us and inspected by us, and determined to be eligible for change of mind refund. This refund can be issued as credit to your Swoop Broadband account, or as a refund to your credit card or bank account at your request.