

## **EXTENDED WARRANTY SERVICE AGREEMENT**

Coverit is a Division of WFD Management Services Pty Ltd (WFD).

The **Assembler/Reseller** of your computer and/or server has contracted with WFD to provide service, as outlined in this **Extended Warranty Service Agreement** to you, the **Warranty Holder**, on the **Declared Equipment**.

The **Assembler/Reseller** is not our Agent and we accept no responsibility for any error or omission on their part. WFD is not liable under this **Extended Warranty Service Agreement** if payment for same is not made by the **Assembler/Reseller**.

This **Extended Warranty Service Agreement** is not an insurance policy. WFD has purchased an insurance policy to protect against certain liabilities which may arise from WFD's obligations under this **Extended Warranty Service Agreement**.

### **EXTENDED WARRANTY SERVICE AGREEMENT**

In consideration of an amount paid by the **Assembler/Reseller** to WFD, WFD will arrange repairs for the **Warranty Holder** following **Breakdown** of the **Declared Equipment**, during the **Period of the Extended Warranty Service Agreement**, subject to an **Approved Service Provider** undertaking repairs

### **PARTIES TO THIS SERVICE AGREEMENT**

Where shown in this service agreement:

- we/our/ours/us-means WFD Management Services Pty Ltd , 16 Croydon Road, Keswick SA 5035
- you/your/yours-means you the **Warranty Holder for the Declared Equipment**
- they/them/their-means the **Assembler/Reseller**

### **DEFINITIONS**

For the purpose of this **Extended Warranty Service Agreement** the following definitions apply:

1. **Approved Service Provider:** means a WFD Authorised Repairer
2. **Assembler/Reseller:** means the business entity which provided details of your computer and/or server to WFD as **Declared Equipment**
3. **Breakdown:** means the actual breaking, seizing, deformation, burning out or malfunctioning of any part of the **Declared Equipment** arising from defects in workmanship or material within the machine itself causing sudden and/or unforeseen stoppage or malfunction in operation of the functions thereof and necessitating repair or replacement before it can resume work
4. **Declared Equipment:** means any equipment with a WFD **Extended Warranty Service Agreement Tag** attached to it, agreed to be accepted by us, purchased as new and declared to us within 30 days from **Sale Date** by the **Assembler/Reseller** for the applicable **Period of the Extended Warranty Service Agreement**
5. **DOA Period (Dead on Arrival):** is any time prior to and including a fourteen day period starting from the purchase date by a **Warranty Holder**
6. **Extended Warranty Service Agreement Tag:** means the Coverit tag bearing an individual identification number attached to the **Declared Equipment**
7. **Period of the Extended Warranty Service Agreement:** means the service agreement period as declared by the **Assembler/Reseller** (excluding the **DOA period**)
8. **Sale Date:** means the date on which the **Declared Equipment** was sold to you the **Warranty Holder**
9. **Software:** means the **Internal Information** and **External Information** as defined below  
**External Information:** means the data stored outside of the computer system unit e.g. in/on disks, tapes and compact discs  
**Internal Information:** means the data contained inside the computer system unit including BIOS and operating system
10. **Warranty Holder** means the customer of the **Assembler/Reseller** who is the original owner of the **Declared Equipment**. This **Extended Warranty Service Agreement** is not transferable to any Subsequent owner of the **Declared Equipment**
11. **Wear and Tear:** means the cost of remedying or making good or loss or damage arising out of the normal wearing away of any part of the equipment or its degradation or the reduction in operational performance due to working stresses, abrasion, erosion or corrosion which are not attributable to defects in materials

### **EQUIPMENT VALUE**

The equipment value for **Declared Equipment** is the price, including any applicable tax or government charges, declared to us by the **Assembler/Reseller**

### **TERMS AND CONDITIONS**

1. This **Extended Warranty Service Agreement** is for the repair and/or replacement of faulty components in **Declared Equipment** with components of comparable quality and like kind. The intention of this **Extended Warranty Service Agreement** is to return the **Declared Equipment** to the same working order as existed prior to the **Breakdown**. It is not an agreement to replace old parts with new parts.
2. The **Declared Equipment** is covered only for **Breakdown**. This **Extended Warranty Service Agreement** does not cover repairs for the replacement of parts due to hardware and software incompatibility.
3. This **Extended Warranty Service Agreement** does not make provisions for the loan of equipment by WFD or any **Approved Service Provider**.
4. This **Extended Warranty Service Agreement** will be void if there is evidence of unauthorised repair to the **Declared Equipment**
5. Service under this **Extended Warranty Service Agreement** will be provided only to **Declared Equipment** situated within Australia

## EXTENDED WARRANTY SERVICE AGREEMENT

### WHAT IS NOT COVERED BY THIS EXTENDED WARRANTY SERVICE AGREEMENT?

WFD will not be liable under this **Extended Warranty Service Agreement** for:

1. loss or damage caused by power surges or power spikes
2. loss or damage from any cause not within the definition of **Breakdown**
3. any consequential loss
4. any equipment not declared in accordance with the **Declared Equipment** definition
5. any cost that is covered by the original manufacturers warranty
6. any cost relating to part(s) or circumstance(s) that would not be covered by the original manufacturer's warranty but for this **Extended Warranty Service Agreement**
7. any cost relating to damage caused by misuse, negligence or failure to maintain the equipment in a proper working order including the provision for adequate ventilation
8. any cost for the reseating of any item
9. any cost relating to damage resulting from **Wear and Tear**
10. any cost or expense arising due to manufacturer recall of any product
11. any cost or expense due to negligence of the **Approved Service Provider**
12. loss or damage to **Internal Information, External Information or Software**
13. loss or damage to any consumable item which includes but is not limited to any media, fuse, battery, print head, printer drum, printer fusing unit, external power adaptor and any other item deemed to be consumable
14. loss or damage to any peripheral item which includes but is not limited to any monitor, printer, scanner, cable, cord, mouse, keyboard, pointing device, external speaker and any other items deemed to be peripheral
15. penalties for delays including but not limited to availability of repair and/or replacement parts
16. loss or damage occurring during the **DOA Period**
17. equipment or items lost, damaged or stolen during transportation or storage
18. existing faults or defects known to the **Assembler/Reseller** prior to the commencement date of the **Extended Warranty Service Agreement**
19. travel, freight and labour costs for repairs deemed not covered by this **Extended Warranty Service Agreement** which shall include service where no fault is found, or where a **Warranty Holder** fails to sign the terms of agreement as set out on the WFD repair authority

### BASIS OF SETTLEMENT

The decision as to whether damaged equipment will be repaired or replaced will be at the sole discretion of WFD

Any decrease in value of the **Declared Equipment** as a result of the repair shall not be our cost or the cost of the **Approved Service Provider**

The cost of any provisional repair will be borne by us if such repair constitutes part of the final repair and does not increase the total repair cost

The cost payable under this clause is limited to the actual cost of labour during normal business hours and parts or items (including GST), which are repaired or replaced as a consequence of a **Breakdown** including costs as follows;

On-Site cover - Cost of 50 kms travel for the purpose of effecting repairs at the situation of the **Warranty Holder** or road freight charges in both directions as agreed by WFD prior to shipment

Should the total cost of repair or replacement exceed:

1. The **Equipment Value** as declared, or
2. The cost of replacement of the **Declared Equipment** by an item of a similar function, type, capacity and quality and in a condition equivalent to the condition of the equipment,

then the maximum liability under this service agreement shall be the lesser of 1 or 2. In no case will the maximum liability to pay for all claims for the **Declared Equipment** during the **Period of the Extended Warranty Service Agreement** of the **Extended Warranty Service Agreement** exceed the **Equipment Value**.

### OBSOLESCENCE CLAUSE

In respect of any obsolete machine, or part thereof, our liability for the cost of any repair, which necessitates the replacement of obsolete parts, shall be limited to the estimated cost of similar parts for a similar type of machine currently available in Australia. If similar parts are found to be unprocurable our liability shall be limited to the manufacturers or suppliers latest list price thereof limited however to the **Equipment Value** as declared in respect of the item in question

WFD reserves the right to change the terms and conditions of this service agreement at any time without notice

## CLIENT RELATIONS

If you have a suggestion about how to improve any of our products or services at WFD, a complaint or a compliment we want to listen. The best research and development programme any organization can have is simply a willingness to listen to its clients. If you have any suggestion you feel will enable us to provide you with better products and services please have your say. We will take a positive approach to improving our products and services as well as receiving complaints.

### HOW TO GO ABOUT IT

#### STEP 1 – CONTACT WFD’S CUSTOMER RELATIONS DEPARTMENT

The Client Relations Department has been specifically set up to listen to you and is managed by one of WFD’s Directors.

It also provides feedback to WFD’s management team on WFD’s products, services, procedures and any areas of concern.

You can contact WFD’s client relations department by:

Telephone: call 1300 653 355 and ask for the Client Relations Department

Fax: 08 8371 2840

Email: [clientrelations@coverit.com.au](mailto:clientrelations@coverit.com.au)

The Client Relations Department staff will, in most cases, contact you within two working days of receipt of your letter or telephone call. They will outline a time frame for consideration of your suggestion or resolution of your complaint.

If the Client Relations Department cannot deal with the suggestion or complaint, it will be referred to the management of WFD who have the appropriate powers to resolve the issue.

#### STEP 2 - BANKING AND FINANCIAL SERVICES OMBUDSMAN LTD

If, despite our best efforts, you believe we have not satisfactorily dealt with your complaint, you can contact the Banking and Financial Services Ombudsman Ltd.

The Banking and Financial Services Ombudsman Ltd helps individuals and small business customers (as defined below) resolve problems and disputes with their financial service adviser. This service is free for individual Warranty Holders.

You can ask the Ombudsman to help you if your claim for financial loss is less than \$280,000.

Small Business Eligibility

Unincorporated business	Small Business Criteria
Incorporated business	<ul style="list-style-type: none"><li>• Manufacture of goods - &lt; 100 FTE</li><li>• Other Businesses - &lt; 20 FTE</li></ul>
Incorporated associations, charities ,trustee companies	Eligible - < 20 FTE

#### CONTACTING THE BANKING AND FINANCIAL SERVICES OMBUDSMAN LTD

Phone: 1300 780 808

Monday to Friday between 9.00 am - 5 pm (AEST)

Write to: GPO Box 3  
Melbourne Vic 3001

Fax: (03) 9613 7345

Email: [enquiries@bfsa.org.au](mailto:enquiries@bfsa.org.au)

Website: [www.bfsa.org.au](http://www.bfsa.org.au)