



NURACOM WARRANTY POLICY

Smart Ceiling Drying Systems

Version 1.0

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Nuracom Pty Ltd | ABN 24 677 309 394

COMPANY INFORMATION

Warranty Provider

Nuracom Pty Ltd

ABN: 24 677 309 394

Business Address: 62 Eastern Road, Browns Plains QLD 4118, Australia

Postal Address: 62 Eastern Road, Browns Plains QLD 4118, Australia

Warranty Email: info@nuracom.com.au

Customer Support Email: info@nuracom.com.au

Telephone: 07 3191 3477

Website: www.nuracom.com.au

Business Hours: Monday to Friday, 9:00am – 5:00pm (AEST), excluding Queensland public holidays

SECTION A — DEFINITIONS & INTERPRETATION

This section defines the legal and operational terms used throughout this Warranty Policy.

The following terms have the meanings set out below unless the context otherwise requires.

Australian Consumer Law (ACL)

Australian Consumer Law (ACL) means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, together with any applicable State or Territory legislation, as amended from time to time.

Authorised Distributor

Authorised Distributor means a business expressly authorised by Nuracom Pty Ltd to distribute genuine Nuracom Products.

Authorised Retailer

Authorised Retailer means a business expressly authorised by Nuracom Pty Ltd to sell genuine Nuracom Products to Customers.

Complete Product Warranty

Complete Product Warranty means the twelve (12) month voluntary warranty described in this Warranty Policy covering the complete Product, subject to the terms, conditions, limitations and exclusions contained in this Warranty Policy.

Customer

Customer means the original purchaser of the Product who obtained the Product from Nuracom Pty Ltd or an Authorised Retailer or Authorised Distributor and who holds valid Proof of Purchase.

Genuine Nuracom Part

Genuine Nuracom Part means an original component, Service Module or replacement part supplied or expressly approved by Nuracom for use with a specific Product model.

Lifting Drive Module Warranty

Lifting Drive Module Warranty means the sixty (60) month voluntary warranty applicable exclusively to the Lifting Drive Module, as described in this Warranty Policy.

For customer-facing marketing purposes, this warranty may also be referred to as the **5-Year Motor Warranty**.

Manufacturing Defect

Manufacturing Defect means a defect in materials, manufacturing workmanship or factory assembly that becomes apparent during normal intended use within the applicable warranty period.

Whether a Reported Fault constitutes a Manufacturing Defect will be determined by Nuracom through the Warranty Assessment process.

Owner

Owner means the person or entity in possession of the Product.

References to the Owner in this Warranty Policy relate only to responsibilities associated with the installation, operation, maintenance and care of the Product and do not, by themselves, create or transfer any entitlement under this voluntary warranty.

Proof of Purchase

Proof of Purchase means the original Nuracom tax invoice, order confirmation, sales receipt or other documentation accepted by Nuracom that reasonably identifies the Customer, the Product and the Warranty Commencement Date.

Reasonable Wear and Tear

Reasonable Wear and Tear means the normal cosmetic or functional deterioration of the Product resulting from ordinary use over time and not caused by a Manufacturing Defect.

Replacement Parts Warranty

Replacement Parts Warranty means the twenty-four (24) month voluntary warranty applicable to approved replacement parts and Service Modules, subject to this Warranty Policy.

Reported Fault

Reported Fault means any fault, malfunction, defect or operational issue reported to Nuracom by the Customer for assessment under this Warranty Policy.

Warranty Assessment

Warranty Assessment means the technical evaluation performed by Nuracom to determine:

- the cause of the Reported Fault;
- whether a Manufacturing Defect exists;
- whether this voluntary warranty applies; and

- the appropriate warranty remedy.
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Warranty Claim

Warranty Claim means a request submitted to Nuracom by a Customer seeking assessment or remedy under this voluntary Warranty Policy.

Warranty Commencement Date

Warranty Commencement Date means the date on which the Customer purchases the Product, as recorded in Nuracom's sales and warranty management systems.

The Warranty Commencement Date recorded by Nuracom will be used for the administration of this voluntary warranty unless otherwise required by applicable law.

Business Day

Business Day means a day other than a Saturday, Sunday or public holiday in Queensland, Australia.

Authorised Nuracom Service Centre

Authorised Nuracom Service Centre means a repairer, technician or service provider expressly authorised by Nuracom to inspect, service, repair or assess Nuracom Products.

Note: This section contains only legal and operational definitions. Product components are defined separately in **Chapter 2 – Product & Component Definitions**.

SECTION B — AUSTRALIAN CONSUMER LAW NOTICE

This voluntary warranty operates in addition to the consumer guarantees available under the Australian Consumer Law.

Mandatory Australian Consumer Law Notice

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.

CHAPTER 1 – WARRANTY COVERAGE

1.1 Purpose

Nuracom provides a structured voluntary product warranty to give customers confidence in the quality, reliability and long-term support of genuine Nuracom products.

This voluntary warranty forms part of Nuracom's commitment to premium after-sales service and applies only in accordance with the terms, conditions, limitations and exclusions contained in this Warranty Policy.

This voluntary warranty is provided in addition to, and does not replace, any rights or remedies available under the Australian Consumer Law.

1.2 Warranty Structure

Subject to this Warranty Policy, every genuine Nuracom Smart Ceiling Drying System supplied by Nuracom Pty Ltd includes the following levels of voluntary warranty coverage.

Level 1 – Complete Product Warranty

12 Months

The Complete Product Warranty applies to the original Nuracom product during the first twelve (12) months from the Warranty Commencement Date.

During this period, Nuracom provides warranty coverage for covered Manufacturing Defects affecting the complete product in accordance with this Warranty Policy.

Level 2 – Replacement Parts Warranty

24 Months

The Replacement Parts Warranty applies to eligible original Nuracom functional components for twenty-four (24) months from the Warranty Commencement Date.

Where Nuracom confirms a covered Manufacturing Defect within the applicable warranty period, Nuracom will provide an approved replacement component in accordance with this Warranty Policy.

Level 3 – Lifting Drive Module Warranty

(Marketed by Nuracom as the 5-Year Motor Warranty)

60 Months

The Lifting Drive Module Warranty applies exclusively to the Nuracom Lifting Drive Module, as defined in this Warranty Policy, for sixty (60) months from the Warranty Commencement Date.

Where Nuracom confirms a covered Manufacturing Defect affecting the Lifting Drive Module within the applicable warranty period, Nuracom will provide an approved replacement Lifting Drive Module in accordance with this Warranty Policy.

1.3 Warranty Periods

All warranty periods commence on the same Warranty Commencement Date and operate concurrently.

Each warranty period applies only to the components covered by that level of voluntary warranty.

Warranty periods do not restart, accumulate or extend following repair, replacement or warranty service unless otherwise required by applicable law.

Warranty Coverage

Warranty Coverage	Period
Complete Product Warranty	12 Months
Replacement Parts Warranty	24 Months
Lifting Drive Module Warranty	60 Months

In Practical Terms

- **Months 0–12:** The Complete Product Warranty provides the highest level of voluntary warranty coverage.
- **Following expiry of the Complete Product Warranty:** The Replacement Parts Warranty continues until twenty-four (24) months from the Warranty Commencement Date.

- **Following expiry of the Replacement Parts Warranty:** The Lifting Drive Module Warranty continues until sixty (60) months from the Warranty Commencement Date.
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1.4 Warranty Commencement Date

All warranty periods commence from the Warranty Commencement Date.

The meaning of **Warranty Commencement Date** is provided in **Section A – Definitions & Interpretation** of this Warranty Policy.

1.5 Products Covered

This voluntary warranty applies only to:

- Genuine Nuracom Smart Ceiling Drying Systems;
 - Genuine Nuracom factory-installed components;
 - Genuine Nuracom approved replacement parts;
 - Products supplied by Nuracom Pty Ltd; or
 - Products purchased through a Nuracom Authorised Retailer or Authorised Distributor within Australia.
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1.6 Scope of Coverage

This voluntary warranty applies only to confirmed Manufacturing Defects affecting covered components during the applicable warranty period.

For the purposes of this Warranty Policy, a **Manufacturing Defect** means a defect in materials, manufacturing workmanship or factory assembly, as defined in **Section A – Definitions & Interpretation** of this Warranty Policy.

Warranty coverage is limited to the applicable level of voluntary warranty described in this Warranty Policy.

1.7 Independent Warranty Levels

Each level of voluntary warranty operates independently within its applicable warranty period.

Expiry of one level of voluntary warranty does not affect any remaining level of voluntary warranty.

For example:

- the Complete Product Warranty expires after twelve (12) months;
- following expiry of the Complete Product Warranty, the Replacement Parts Warranty continues until twenty-four (24) months from the Warranty Commencement Date;
- following expiry of the Replacement Parts Warranty, the Lifting Drive Module Warranty continues until sixty (60) months from the Warranty Commencement Date.

Each level applies only to the components specifically covered by that level.

1.8 Warranty Objective

The objective of this voluntary warranty is to provide customers with clear, consistent and predictable support where Nuracom confirms a covered Manufacturing Defect during the applicable warranty period.

The scope of warranty coverage, replacement parts, labour, freight, transportation, removal, reinstallation, claim procedures, exclusions and all other warranty conditions are governed exclusively by the relevant provisions of this Warranty Policy.

CHAPTER 2 – PRODUCT & COMPONENT DEFINITIONS

2.1 Product

Product means the complete Nuracom Smart Ceiling Drying System supplied to the Customer, including all original factory-installed components and accessories provided with the Product at the time of purchase.

2.2 Main Unit

Main Unit means the central body of the Product containing the internal mechanical, electrical and electronic systems required for normal operation.

2.3 Service Module

A **Service Module** means a factory-assembled unit supplied by Nuracom as a single replacement component for warranty or service purposes.

A Service Module may consist of multiple integrated mechanical, electrical and electronic components and is serviced as a complete unit rather than as individual internal parts.

Where applicable, Nuracom may replace a complete Service Module instead of repairing or replacing individual internal components.

2.4 Lifting Drive Module

The **Lifting Drive Module** is the factory-assembled Service Module responsible for raising and lowering the Product.

Depending on the Product model and manufacturing revision, the Lifting Drive Module may include the electric drive motor, gearbox, drive mechanism, limit mechanism, factory-installed wiring, connectors and other integrated components supplied by Nuracom as a single service assembly.

The Lifting Drive Module is supplied, serviced and replaced by Nuracom as one complete factory-assembled unit. Individual internal components of the module are not intended to be serviced or replaced separately under this Warranty Policy.

For the purposes of this Warranty Policy, the published **5-Year Lifting Drive Module Warranty** applies exclusively to the complete Lifting Drive Module supplied by Nuracom.

For customer-facing marketing materials, this warranty may be referred to as the **5-Year Motor Warranty**. Where the term **5-Year Motor Warranty** is used, it shall have the same meaning as the **5-Year Lifting Drive Module Warranty** defined in this Warranty Policy.

2.5 Electronic Control Module

The **Electronic Control Module** is the factory-assembled Service Module responsible for controlling the operation of the Product.

It may include printed circuit boards (PCB), processors, electronic controllers, receivers and other integrated electronic control components.

2.6 Power Supply Module

The **Power Supply Module** is the factory-assembled Service Module responsible for supplying electrical power to the Product.

2.7 Heating Module

The **Heating Module** is the factory-assembled Service Module responsible for the heating function of the Product.

Depending on the Product model, it may include heating elements, protection devices, fan assemblies and other integrated components.

2.8 Air Circulation Module

The **Air Circulation Module** is the factory-assembled Service Module responsible for circulating air through the Product.

It may include fan motors, fan assemblies and associated integrated components.

2.9 Lighting Module

The **Lighting Module** is the factory-assembled Service Module responsible for the lighting function of the Product.

2.10 Smart Control Module

The **Smart Control Module** means any factory-installed electronic Service Module providing smart functionality, including Wi-Fi, Bluetooth, voice control, sensors or other electronic features, depending on the Product model.

2.11 Structural Components

Structural Components means the original mechanical parts forming the physical structure of the Product.

These may include the housing, frame, rails, mounting brackets, covers and other structural parts supplied with the Product.

2.12 Wiring Harness

The **Wiring Harness** means the factory-installed wiring, connectors and cable assemblies used to electrically connect the components of the Product.

2.13 Accessories

Accessories means original Nuracom items supplied with the Product for convenience or additional functionality that are not essential to the primary operation of the Product.

Accessories may include remote controls, remote control holders, hanging accessories or other approved optional items.

CHAPTER 3 – WARRANTY SERVICE DELIVERY & COSTS

3.1 General Principle

Nuracom provides warranty support through a structured warranty service system designed to efficiently assess, diagnose and resolve confirmed Manufacturing Defects.

The method used to resolve each approved warranty claim is determined solely by Nuracom, taking into consideration the nature of the Reported Fault, Product model, service requirements, Customer location, parts availability and the most practical service solution.

Nothing in this Chapter limits any rights that cannot lawfully be excluded under applicable law.

3.2 Warranty Service Methods

Following a Warranty Assessment, Nuracom may determine that the most appropriate warranty remedy includes one or more of the following:

- Remote technical troubleshooting;
- Telephone, email or video support;
- Software reset or configuration;
- Supply of an approved replacement component;
- Supply of an approved Service Module;

- Return-to-base repair;
- Repair by an authorised Nuracom Service Centre;
- Main Unit exchange;
- Supply of a replacement Main Unit; or
- Any other reasonable service method determined by Nuracom.

The warranty service method is selected solely by Nuracom.

Unless otherwise required by applicable law, the Customer is not entitled to require a particular repair method, replacement method or service location.

Where a valid warranty claim has been approved, Nuracom may, at its sole discretion, repair the Product, replace an individual component, replace a complete Service Module, or supply another approved replacement that provides equivalent or improved functionality.

The method of repair or replacement will be determined by Nuracom based on the nature of the Reported Fault, Product design, parts availability and current service procedures.

3.3 First Year – Complete Product Warranty

During the first twelve (12) months from the Warranty Commencement Date, Nuracom will provide the approved warranty remedy for confirmed Manufacturing Defects.

Where required as part of the approved warranty remedy, Nuracom will arrange and pay for reasonable transportation of the Main Unit or other approved warranty component.

Nuracom may repair the Product, replace individual components, replace Service Modules, provide a replacement Main Unit or use another appropriate warranty solution determined by Nuracom.

The Complete Product Warranty does not include:

- Removal of the Product from its installed location;
- Reinstallation of the Product;
- Electrician costs;
- Installer costs;
- Building or ceiling works;

- Access equipment;
 - Any installation-related costs,
- unless otherwise approved by Nuracom in writing or required by applicable law.
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3.4 Second Year – Replacement Parts Warranty

Following expiry of the Complete Product Warranty and until twenty-four (24) months from the Warranty Commencement Date, Nuracom will supply, at no charge, an approved replacement part where a covered Manufacturing Defect has been confirmed.

Unless otherwise approved by Nuracom in writing or required by applicable law, the Customer is responsible for:

- Freight and delivery charges relating to the replacement part;
- Labour;
- Installation;
- Removal;
- Reinstallation;
- Diagnostic costs;
- Service costs; and
- Any other associated costs relating to replacement of the approved part.

Where requested by the Customer, Nuracom may also offer return-to-base repair services or repair through an authorised service provider. Any applicable labour, freight and service costs associated with those services are payable by the Customer unless otherwise agreed in writing by Nuracom or required by applicable law.

3.5 Years Three to Five – Lifting Drive Module Warranty

Following expiry of the Replacement Parts Warranty and until sixty (60) months from the Warranty Commencement Date, Nuracom will supply, at no charge, an approved replacement Lifting Drive Module where a covered Manufacturing Defect has been confirmed.

Unless otherwise approved by Nuracom in writing or required by applicable law, the Customer is responsible for:

- Freight and delivery charges;
 - Labour;
 - Installation;
 - Removal;
 - Reinstallation;
 - Diagnostic costs;
 - Service costs; and
 - Any other associated costs relating to replacement of the approved Lifting Drive Module.
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3.6 Removal & Reinstallation

Unless otherwise required by applicable law or expressly approved by Nuracom in writing, the Customer is responsible for safely removing the Product from its installed location and arranging its reinstallation following repair or replacement.

Where required by law, removal and reinstallation must be carried out by suitably qualified persons.

3.7 Packaging & Transport

Where Nuracom requests that a Product or component be returned for Warranty Assessment, repair or inspection, the Customer must:

- Follow Nuracom's packing instructions;
- Adequately protect the Product from transport damage;
- Photograph the Product prior to packaging;
- Ensure the Product is securely packaged for transport.

Original packaging is recommended where available but is not mandatory.

Nuracom is not responsible for additional damage resulting from inadequate packaging or failure to follow Nuracom's packing instructions.

3.8 Approved Service Locations

Where physical inspection or repair is required, Nuracom may direct the Customer to:

- A Nuracom warehouse;
- An authorised Nuracom Service Centre;
- An approved repair partner; or
- Another service location nominated by Nuracom.

The Customer must not arrange third-party repairs without Nuracom's prior written approval if reimbursement under this voluntary warranty is sought.

3.9 Invalid Warranty Claims

Where a Warranty Assessment determines that:

- no covered Manufacturing Defect exists;
- the Reported Fault is excluded under this Warranty Policy; or
- the Reported Fault resulted from installation, misuse, accidental damage, external causes or any other excluded circumstance,

Nuracom may charge reasonable costs associated with inspection, testing, freight, return freight, storage or other services performed.

Where Nuracom intends to charge such costs, Nuracom will provide the Customer with a reasonable estimate of those costs before collecting the Product or before incurring those costs.

This section operates together with the **No Fault Found** provisions contained elsewhere in this Warranty Policy.

3.10 General Warranty Costs

Except where expressly stated in this Warranty Policy, approved in writing by Nuracom, or required by applicable law, the Customer is responsible for all costs associated with:

- Removal;
- Reinstallation;
- Installation labour;

- Electrical work;
 - Freight;
 - Transport;
 - Access equipment;
 - Building work;
 - Ceiling repairs;
 - Painting;
 - Plastering;
 - Patching;
 - Property modifications; and
 - Any other costs not expressly included within the applicable level of voluntary warranty coverage.
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3.11 Relationship with Applicable Law

This voluntary warranty operates independently of any rights and remedies available under applicable law, including the Australian Consumer Law.

Nothing in this Warranty Policy excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded.

CHAPTER 4 – EXCLUSIONS FROM THIS VOLUNTARY WARRANTY

4.1 General Principle

This Chapter explains the circumstances in which Nuracom's voluntary warranty does not apply.

This voluntary warranty covers only Manufacturing Defects as defined in this Warranty Policy.

This voluntary warranty does not cover Reported Faults, failures, damage or performance issues caused wholly or partly by circumstances other than a covered Manufacturing Defect.

The existence of one or more of the circumstances described in this Chapter does not automatically prevent a Warranty Claim from being considered. Each Warranty Claim will be individually assessed by Nuracom through the Warranty

Assessment process to determine whether the Reported Fault is wholly or partly the result of a covered Manufacturing Defect.

Nothing in this Chapter excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under applicable law.

4.2 Damage Occurring After Delivery

This voluntary warranty does not cover damage occurring after delivery of the Product, including but not limited to:

- accidental damage;
- impact damage;
- dropping;
- crushing;
- incorrect transport or handling after delivery;
- incorrect storage after delivery;
- water ingress;
- flooding;
- fire;
- smoke;
- lightning;
- storm damage;
- hail;
- earthquake;
- corrosion;
- chemical exposure;
- excessive moisture;
- salt air exposure;
- abnormal environmental conditions;
- contamination from construction materials, excessive dust, paint, grease or other foreign substances; and
- pest, insect, bird, rodent or vermin infestation.

Customers are encouraged to inspect the Product upon delivery and report any visible transport damage, missing items or incorrect goods as soon as reasonably practicable. Prompt reporting assists Nuracom in investigating transport-related issues.

4.3 Storage Prior to Installation

This voluntary warranty does not cover deterioration, corrosion or damage resulting from inappropriate storage before installation, including prolonged storage in unsuitable environmental conditions, excessive humidity, water exposure, direct weather exposure or other conditions inconsistent with reasonable storage practices.

4.4 Installation

This voluntary warranty does not cover Reported Faults or damage caused by:

- incorrect installation;
- installation not performed in accordance with the Nuracom Installation Guide;
- unsuitable mounting surfaces;
- inadequate structural support;
- incorrect ceiling construction;
- incorrect fixings;
- incorrect electrical connection;
- incorrect voltage or frequency;
- absence of required earthing;
- failure to comply with applicable electrical requirements;
- modification of mounting brackets, rails or fixing systems; or
- unauthorised alterations to the installation.

Installation performed by a third party does not, by itself, affect this voluntary warranty.

However, where incorrect installation has caused or materially contributed to the Reported Fault, the resulting damage is not covered by this voluntary warranty.

4.5 Misuse or Improper Use

This voluntary warranty does not cover Reported Faults or damage resulting from misuse or use outside the intended purpose of the Product, including but not limited to:

- commercial, industrial or agricultural use where the Product is intended for residential use;
- abnormal loading;
- exceeding the maximum load rating;
- concentrated loading;
- impact loading;
- hanging prohibited items;
- climbing, swinging or standing on the Product;
- use of the Product as shelving or storage;
- negligent use;
- abusive use; or
- operation contrary to the Owner's Guide or other instructions supplied by Nuracom.

4.6 Maintenance

This voluntary warranty does not cover failures resulting from the Customer's failure to carry out reasonable maintenance where that failure caused or materially contributed to the Reported Fault.

This includes allowing excessive dust, dirt, contamination or debris to accumulate where those conditions contribute to component failure.

4.7 Cleaning

This voluntary warranty does not cover damage resulting from inappropriate cleaning methods or cleaning products, including but not limited to:

- pressure washing;
- excessive water exposure;
- corrosive chemicals;
- solvents;

- bleach;
- degreasers;
- abrasive cleaning products; or
- any cleaning method inconsistent with the Owner's Guide.

4.8 Unauthorised Repairs, Alterations or Modifications

This voluntary warranty does not cover a Product that has been modified, repaired or altered without Nuracom's prior written approval where that work caused or materially contributed to the Reported Fault.

Examples include:

- opening sealed Service Modules;
- PCB modifications;
- soldering;
- rewiring;
- drilling;
- cutting;
- electrical modifications;
- firmware modification;
- software modification;
- installation of non-genuine replacement parts;
- installation of second-hand or salvaged parts;
- installation of incompatible parts;
- mixing components from different Nuracom models; and
- installation of aftermarket electronic devices, relays or smart control systems.

4.9 Cosmetic Items and Reasonable Wear and Tear

This voluntary warranty does not cover:

- scratches;
- dents;
- fading;
- discolouration;

- cosmetic deterioration;
- normal ageing; or
- Reasonable Wear and Tear,

unless directly resulting from a covered Manufacturing Defect.

Customers are encouraged to report visible cosmetic concerns as soon as reasonably practicable after delivery and, where possible, provide supporting photographs.

4.10 External Electrical Supply

This voluntary warranty does not cover Reported Faults caused by external electrical supply conditions, including:

- power surges;
- brownouts;
- voltage fluctuations;
- incorrect frequency;
- faulty building wiring;
- damaged power outlets;
- incorrect electrical installation;
- generators;
- battery systems;
- unstable solar inverter systems;
- extension leads;
- adapters; or
- unstable electrical supply.

Where an external electrical supply condition is suspected to have caused or materially contributed to the Reported Fault, Nuracom may require technical inspection before determining warranty eligibility.

4.11 Smart App and Third-Party Connectivity

This voluntary warranty does not cover issues arising from:

- internet service interruptions;

- Wi-Fi signal quality;
- router configuration;
- mobile device compatibility;
- operating system updates;
- Nuracom Smart App services;
- smart app platform or connectivity service interruptions;
- third-party cloud services;
- Amazon Alexa;
- Google Home;
- Apple Home;
- Matter;
- Home Assistant;
- third-party automation systems; or
- future software compatibility changes beyond Nuracom's reasonable control.

4.12 Third-Party Accessories

This voluntary warranty does not cover Reported Faults arising from:

- third-party remote controls;
- aftermarket accessories;
- third-party timers;
- third-party smart home products; or
- accessories not supplied or approved by Nuracom.

4.13 Transport and Packaging

This voluntary warranty does not cover damage resulting from:

- inadequate packaging;
- failure to follow Nuracom packing instructions;
- incorrect preparation for transport; or
- transport arranged by the Customer without Nuracom's prior written approval.

This section operates together with the packaging and transport requirements in Chapter 3.

4.14 Product Design Changes

Nuracom reserves the right to improve, update or discontinue Products during their lifecycle.

Replacement Products or components may differ in appearance, design, dimensions, mounting configuration, internal components, firmware or manufacturing revision, provided they deliver equivalent or improved functionality.

Where original components are no longer available, Nuracom may supply an approved equivalent or improved replacement component that is compatible with the affected Product.

This voluntary warranty does not cover costs associated with:

- repainting;
- replastering;
- patching;
- ceiling repairs;
- relocation of fixing points;
- bracket modifications;
- structural alterations; or
- property modifications required to accommodate an updated replacement Product or component.

4.15 Circumstances Beyond Nuracom's Reasonable Control

Nuracom is not responsible for delays in providing warranty services resulting from circumstances beyond its reasonable control, including but not limited to:

- natural disasters;
- severe weather events;
- transport disruptions;
- carrier delays;
- supply chain interruptions;
- manufacturer delays;

- component shortages;
- customs delays;
- government restrictions;
- border closures;
- industrial action; or
- other events beyond Nuracom's reasonable control.

Nothing in this section limits any right or remedy that cannot lawfully be excluded under applicable law.

4.16 Customer Cooperation

Warranty Assessment relies upon reasonable cooperation from the Customer.

Where reasonably requested, the Customer may be required to provide:

- Proof of Purchase;
- the Product serial number;
- photographs;
- video evidence;
- installation information;
- reasonable troubleshooting assistance;
- access to the Product for inspection; or
- return of requested components.

Failure to provide reasonably requested information may delay or prevent completion of the Warranty Assessment until sufficient information becomes available.

4.17 No Fault Found

Where a Warranty Assessment determines that no covered Manufacturing Defect exists, or that the Reported Fault is not covered by this voluntary warranty, Nuracom may charge reasonable costs associated with inspection, testing, freight, storage or return transport in accordance with this Warranty Policy.

Where Nuracom intends to charge such costs, Nuracom will provide the Customer with a reasonable estimate of those costs before collecting the Product or before incurring those costs.

This section operates together with section 3.9 of this Warranty Policy.

4.18 Progressive Damage

The Customer should discontinue use of any affected function and notify Nuracom within a reasonable time after becoming aware of a suspected Reported Fault.

This voluntary warranty does not cover additional damage resulting from continued operation of the affected function where continued use caused or materially contributed to further damage that could reasonably have been avoided.

Where additional damage results from unreasonable delay in reporting or continued operation after a Reported Fault becomes apparent, this voluntary warranty may apply only to the original covered Manufacturing Defect and not to any additional avoidable damage.

4.19 Consequential Loss

To the maximum extent permitted by applicable law, this voluntary warranty does not cover indirect, incidental or consequential loss, including but not limited to:

- loss of income;
- loss of business;
- accommodation costs;
- travel expenses;
- inconvenience;
- time lost;
- delayed installation;
- delayed use of the Product; or
- damage to third-party property,

except to the extent that such liability cannot lawfully be excluded under applicable law.

4.20 Product Identification

This voluntary warranty does not apply where the Product serial number or other Product identification has been removed, altered or made illegible to the extent that the Product cannot reasonably be identified, unless the Customer can

otherwise establish the Product's identity and Proof of Purchase to Nuracom's reasonable satisfaction.

4.21 Approved Sales Channels

This voluntary warranty applies only to Products:

- supplied by Nuracom Pty Ltd; or
- purchased through a Nuracom Authorised Retailer or Authorised Distributor within Australia.

Products imported through unauthorised sales channels, grey imports or Products originally intended for another market are not covered by this voluntary warranty.

CHAPTER 5 – INSTALLATION & MAINTENANCE REQUIREMENTS

5.1 General Requirements

To support the safe operation of the Product and the efficient administration of this voluntary warranty, the Product must be installed, operated and reasonably maintained in accordance with the applicable Nuracom documentation.

These requirements are intended to support the proper use and maintenance of the Product and do not limit any rights or remedies that cannot lawfully be excluded under applicable law.

5.2 Installation Requirements

The Owner is responsible for ensuring that the Product is installed:

- in accordance with the applicable Nuracom Installation Guide;
- in accordance with all applicable laws, regulations, codes and standards;
- on a suitable structure capable of supporting the Product;
- using appropriate fixings and installation methods; and
- with an electrical supply that complies with the Product specifications.

Where required by law, installation must be carried out by a suitably qualified person.

5.3 Installation Location

The Owner is responsible for ensuring that the installation location is suitable for the intended use of the Product.

The installation location must provide:

- adequate structural support;
- sufficient operating clearance;
- appropriate ventilation where required;
- protection from conditions outside the Product's intended operating environment; and
- safe and reasonable access for future inspection, servicing or removal where required.

5.4 Owner Responsibilities

Throughout ownership of the Product, the Owner is responsible for:

- operating the Product in accordance with the Owner's Guide;
- using the Product only for its intended purpose;
- carrying out reasonable cleaning and maintenance;
- reporting any suspected Manufacturing Defect or Reported Fault within a reasonable time;
- cooperating with Nuracom during the Warranty Assessment process;
- safely removing the Main Unit where removal is required as part of an approved warranty remedy; and
- packaging the Product or components in accordance with Nuracom's instructions when returning items for assessment, inspection or repair.

5.5 Routine Maintenance

The Owner must carry out reasonable routine maintenance appropriate to the Product, including:

- keeping the Product reasonably clean;
- removing accessible dust, lint and other contaminants;
- visually checking for signs of damage, excessive wear or loose components; and
- following the maintenance recommendations contained in the Owner's Guide.

Routine maintenance assists in maintaining Product performance and reducing the likelihood of avoidable damage or failure.

Failure to carry out reasonable maintenance will affect voluntary warranty coverage only where that failure caused or materially contributed to the Reported Fault.

5.6 Cleaning

Cleaning must be carried out using the methods recommended in the Owner's Guide.

The Owner must not use excessive water, abrasive materials, corrosive chemicals, solvents or other cleaning products or methods that may damage the Product.

5.7 Inspection and Reporting

If the Owner becomes aware of unusual operation, abnormal noise, visible damage or any other suspected Reported Fault, use of the affected function must stop until the matter has been assessed or Nuracom has advised that continued operation is safe.

The Owner must notify Nuracom within a reasonable time after becoming aware of the suspected Reported Fault.

Prompt reporting assists Nuracom in determining the cause of the Reported Fault and may reduce the risk of additional avoidable damage.

5.8 Genuine Nuracom Parts

Where replacement components are required, only Genuine Nuracom Parts or components supplied or approved by Nuracom should be used.

The installation of incompatible, modified, non-genuine or unapproved components may affect Product performance and voluntary warranty coverage where those components cause or materially contribute to the Reported Fault.

5.9 Product Modifications

The Owner must not modify the Product in a manner inconsistent with the Nuracom Installation Guide, Owner's Guide or other written instructions supplied by Nuracom.

Unauthorised modifications, alterations or additions that cause or materially contribute to a Reported Fault are not covered by this voluntary warranty.

5.10 Documentation

The Owner should retain:

- Proof of Purchase;

- Product identification details;
- the applicable Owner's Guide;
- the applicable Installation Guide; and
- any warranty documentation supplied with the Product.

These documents assist Nuracom in identifying the Product, assessing warranty eligibility and administering Warranty Claims efficiently.

5.11 Relationship to this Warranty Policy

The installation and maintenance requirements described in this Chapter form part of Nuracom's voluntary warranty framework.

Where failure to comply with these requirements causes or materially contributes to a Reported Fault, the resulting damage may not be covered under this voluntary warranty.

Nothing in this Chapter excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under applicable law.

CHAPTER 6 – RELATIONSHIP WITH THE AUSTRALIAN CONSUMER LAW

6.1 Relationship Between this Voluntary Warranty and the Australian Consumer Law

This voluntary warranty is provided by Nuracom in addition to, and operates independently of, the rights and remedies available under the Australian Consumer Law.

This voluntary warranty is separate from, and operates alongside, the consumer guarantees that apply under the Australian Consumer Law. The mandatory statement regarding those consumer guarantees is set out in **Section B – Australian Consumer Law Notice** of this Warranty Policy.

The benefits provided under this voluntary warranty are additional to, and do not replace, limit or reduce, any rights or remedies available under the Australian Consumer Law.

6.2 Independent Consumer Rights

The consumer guarantees under the Australian Consumer Law apply independently of this voluntary warranty.

A Customer may be entitled to a remedy under the Australian Consumer Law regardless of:

- whether the applicable voluntary warranty period has expired;
- whether a particular fault is excluded under this Warranty Policy; or
- the level of voluntary warranty coverage that applies to the Product.

Where the consumer guarantees apply, a Customer may be entitled to a remedy under the Australian Consumer Law independently of this voluntary warranty.

6.3 Determining the Applicable Warranty and Legal Framework

Where a Customer reports a Product concern, Nuracom will assess the circumstances to determine whether the matter is covered by this voluntary warranty, applicable law, or both.

Nuracom does not require a Customer to choose between this voluntary warranty and the Australian Consumer Law. The applicable warranty and legal framework is determined by first establishing the relevant facts and then applying this voluntary warranty and any applicable law accordingly.

6.4 Warranty Assessment

Where a Customer contacts Nuracom regarding a Product concern, reported issue or Warranty Claim, Nuracom will assess the matter to determine the appropriate remedy under this voluntary warranty and, where applicable, its obligations under applicable law.

This assessment process does not affect, reduce or delay any rights the Customer has under the Australian Consumer Law. The consumer guarantees continue to apply independently, whether or not the Reported Fault is covered under this voluntary warranty.

If, following assessment, Nuracom determines that a Reported Fault is not covered by this voluntary warranty but that the Customer may have rights or remedies under applicable law, Nuracom will comply with its legal obligations.

6.5 No Limitation of Statutory Rights

Nothing in this Warranty Policy excludes, restricts or modifies any right, guarantee or remedy that cannot lawfully be excluded, restricted or modified under applicable law.

CHAPTER 7 – CONSUMER GUARANTEE FAILURES UNDER THE AUSTRALIAN CONSUMER LAW

7.1 Purpose

Under the Australian Consumer Law, a failure to comply with a consumer guarantee is treated as either a Major Failure or a failure that is not a Major Failure.

The Australian Consumer Law does not use the term **Minor Failure**. For ease of reference in this Warranty Policy, the term **Minor Failure** is used to describe a failure to comply with a consumer guarantee that is not a Major Failure.

The distinction is important because it affects the remedies available to a Customer under the Australian Consumer Law. This Chapter describes that distinction. The remedies that apply to each are set out elsewhere in this Warranty Policy.

Nothing in this Chapter alters or replaces the operation of the Australian Consumer Law. This Chapter is intended only to explain how the relevant legal principles interact with this voluntary warranty.

7.2 Minor Failure

A Minor Failure is a failure to comply with a consumer guarantee that does not amount to a Major Failure.

Where a failure is not a Major Failure, the Australian Consumer Law generally permits the supplier to remedy the failure within a reasonable time.

7.3 Major Failure

A Major Failure has the meaning given by the Australian Consumer Law.

Without limiting the Australian Consumer Law, a Major Failure may include circumstances where:

- a reasonable consumer, fully aware of the nature and extent of the failure, would not have acquired the goods;

- the goods differ significantly from their description, or from any sample or demonstration model, and cannot easily be remedied within a reasonable time;
- the goods are substantially unfit for a purpose for which goods of that kind are commonly supplied, or for a particular purpose made known by the Customer before purchase, and cannot easily be made fit within a reasonable time; or
- the goods are unsafe.

Whether a particular failure constitutes a Major Failure depends on all relevant circumstances of the individual case.

A single failure may amount to a Major Failure, and multiple failures may together amount to a Major Failure when considered as a whole.

7.4 Determination

Whether a particular failure is a Major Failure or a Minor Failure depends on the circumstances of the individual case and the application of the Australian Consumer Law.

Nuracom will assess each reported matter having regard to the available information, the relevant facts, any technical inspection or testing performed, and the requirements of applicable law.

The final classification of a failure under the Australian Consumer Law is determined by the application of the law to the relevant facts, and may ultimately be determined by a court or tribunal of competent jurisdiction.

7.5 Relationship to this Warranty Policy

The classification of a failure under the Australian Consumer Law does not alter the operation of Nuracom's voluntary warranty.

Where this voluntary warranty provides benefits in addition to those available under applicable law, those additional benefits continue to apply in accordance with this Warranty Policy.

Where applicable law provides rights or remedies that cannot lawfully be excluded, those rights and remedies prevail to the extent required by law.

CHAPTER 8 – DURABILITY AFTER EXPIRY OF THE VOLUNTARY WARRANTY

8.1 Purpose

This Chapter explains how consumer rights under the Australian Consumer Law may continue to apply after the expiry of Nuracom's voluntary warranty.

This Chapter does not create any additional warranty period and does not extend the voluntary warranty. It explains the relationship between the expiry of the voluntary warranty and the consumer guarantees that apply under applicable law.

8.2 Expiry of the Voluntary Warranty

The expiry of a voluntary warranty period does not, by itself, determine whether any rights or remedies may exist under applicable law.

Whether any rights or remedies continue to exist after the expiry of the voluntary warranty depends upon the application of applicable law to the particular circumstances.

The Australian Consumer Law does not provide an unlimited or lifetime guarantee. The consumer guarantees apply for a period that is reasonable having regard to the relevant circumstances.

8.3 Reasonable Durability

Under the Australian Consumer Law, the guarantee of acceptable quality includes that goods will be as durable as a reasonable consumer would regard as acceptable, having regard to the nature of the goods and other relevant circumstances.

There is no fixed period for which goods must last. What is reasonable depends on the individual circumstances and may include factors such as:

- the nature of the goods;
- the price paid for the goods;
- the way in which the goods are used;
- any statements made about the goods; and
- any other circumstances relevant under applicable law.

The relative importance of each factor will depend upon the circumstances of the individual case.

Nothing in this Warranty Policy should be interpreted as representing or guaranteeing that the Product will operate, remain free from defects, or continue to function for any particular period of time.

8.4 Assessment After Warranty Expiry

Where a Customer reports a concern after the expiry of the applicable voluntary warranty, Nuracom does not automatically decline a request solely because the applicable voluntary warranty period has expired.

Nuracom will assess the matter having regard to the available information, the relevant facts, any technical inspection or testing performed, and the requirements of applicable law, in order to determine whether a right or remedy arises under the Australian Consumer Law.

The expiry of the applicable voluntary warranty period is one of a number of relevant factors that may be considered and is not, by itself, determinative.

8.5 No Extension of Voluntary Warranty

Nothing in this Chapter extends, renews or reinstates any period of voluntary warranty provided by Nuracom.

Where rights or remedies arise under applicable law following the expiry of the voluntary warranty, those rights arise under applicable law and not because the voluntary warranty has been extended.

8.6 Relationship to the Australian Consumer Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy available under the Australian Consumer Law.

Where a consumer guarantee applies after the expiry of the voluntary warranty, the rights and remedies available under the Australian Consumer Law continue to apply in accordance with that law.

CHAPTER 9 – COMPENSATION AND ASSOCIATED COSTS

9.1 Purpose

This Chapter explains how costs and compensation are dealt with under this voluntary warranty and how they may arise under applicable law.

This Chapter applies to costs and losses other than the repair, replacement or refund of the Product itself, which are dealt with elsewhere in this Warranty Policy.

9.2 Voluntary Warranty Costs

The costs that Nuracom covers, and the costs for which the Customer is responsible, under each level of voluntary warranty are set out in Chapter 3.

The costs Nuracom covers under this voluntary warranty are limited to those expressly identified in Chapter 3, and no other costs are covered under this voluntary warranty except as required under applicable law.

For the avoidance of doubt, Nuracom is not responsible for any cost that is not expressly identified within the applicable level of voluntary warranty coverage, except where required under applicable law.

9.3 Costs That May Arise Under Applicable Law

Under the Australian Consumer Law, a Customer may, in certain circumstances, be entitled to compensation for reasonably foreseeable loss or damage suffered as a result of a failure to comply with a consumer guarantee.

Whether any such entitlement arises, and the amount of any compensation, depends upon the application of applicable law to the particular circumstances.

No entitlement to compensation arises automatically upon the existence of a Product fault.

Nuracom will assess any such matter having regard to the available information, the relevant facts, any technical inspection or testing performed, and the requirements of applicable law.

9.4 Customer Responsibility to Minimise Loss

Where a Customer becomes aware of a suspected fault, the Customer should take reasonable steps to avoid further loss or damage, including discontinuing use of the affected function and notifying Nuracom within a reasonable time.

The Customer should not continue to use the affected function where continued use could reasonably increase the extent of the damage or loss.

Where Nuracom provides reasonable instructions intended to minimise further loss or damage, the Customer should follow those instructions unless it is unreasonable to do so.

Failure to follow reasonable instructions provided by Nuracom may affect the assessment of any claimed loss or expense to the extent permitted by applicable law.

Where damage could reasonably have been avoided, including damage arising from continued use after a fault became apparent, Nuracom is not responsible for that avoidable damage except to the extent required under applicable law.

9.5 Unauthorised Costs

Nuracom is entitled to be given a reasonable opportunity to assess a reported matter and, where applicable, to provide a remedy before any repair, replacement or associated work is carried out.

Except where required under applicable law, Nuracom is not responsible for costs incurred by the Customer without first providing Nuracom a reasonable opportunity to assess the matter and determine the appropriate course of action, including:

- electrician, installer or tradesperson costs;
- third-party repair costs;
- removal or reinstallation costs;
- access equipment costs;
- replacement product or hire costs; or
- other costs arranged by the Customer.

Except where required under applicable law, Nuracom is not responsible for any third-party costs arranged by the Customer without Nuracom's prior written approval.

Any approval given by Nuracom is limited to the specific work expressly approved and must not be interpreted as approval for additional work or costs unless separately confirmed in writing.

Where the Customer arranges work before Nuracom has assessed the matter, this may affect Nuracom's ability to determine the cause of the reported matter.

Nothing in this section prevents a Customer from exercising any right available under applicable law where Nuracom has failed to provide a remedy within a reasonable time.

9.6 No Automatic Entitlement

The fact that a Customer has incurred a cost does not, by itself, mean that Nuracom is responsible for that cost.

Whether a cost is recoverable depends upon whether it results from a failure to comply with a consumer guarantee, whether it was reasonably foreseeable, whether it was reasonably incurred, and the application of applicable law to the particular circumstances.

Nuracom will assess whether any claimed cost was reasonably incurred and reasonably foreseeable, having regard to the relevant facts and applicable law.

Where it is reasonable to do so, Nuracom may request one or more quotations before approving work for which reimbursement is sought.

Nothing in this Chapter requires Nuracom to reimburse costs that are excessive, unnecessary, duplicated or not reasonably connected with the reported failure, except where required under applicable law.

Commercial or personal decisions made by the Customer that increase the amount of a claimed loss do not, by themselves, make those additional costs recoverable from Nuracom except where required under applicable law.

Where more than one reasonable course of action is available, Nuracom may, **acting reasonably**, determine the most appropriate and proportionate remedy, subject to applicable law.

9.7 Duty to Cooperate

A Customer seeking compensation should provide any information reasonably requested by Nuracom, including invoices, quotations, receipts, photographs, videos or other documents relevant to the claimed costs.

The Customer is responsible for providing reasonable evidence supporting any claimed loss or expense.

Failure to provide reasonable supporting information may affect Nuracom's ability to assess the claim.

Nuracom may request additional information where reasonably necessary to complete its assessment.

Where reasonably requested by Nuracom, the Customer should also provide reasonable access to the Product or relevant components for inspection, testing or assessment where such access is necessary to determine the claimed loss or expense.

9.8 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy available under the Australian Consumer Law, including any right to compensation for reasonably foreseeable loss or damage that cannot lawfully be excluded.

CHAPTER 10 – SAFETY INCIDENTS

10.1 Purpose

This Chapter explains the procedures that apply where a Product is believed to present, or may present, a safety-related concern.

The purpose of this Chapter is to assist in protecting the safety of Customers and other persons while enabling Nuracom to properly assess the reported matter.

Nothing in this Chapter excludes, restricts or modifies any rights or obligations arising under applicable law.

10.2 Safety First

If a Customer reasonably believes that continued operation of the Product may create a risk of injury, electric shock, fire, falling objects, property damage or any other safety hazard, the Customer should immediately discontinue use of the affected function.

Where reasonably practicable, the Product should be isolated from its electrical supply until further advice has been provided by Nuracom or another suitably qualified person.

The Customer should not reconnect, recommission or re-energise the Product unless instructed by Nuracom or a suitably qualified person.

Nothing in this Chapter requires a Customer to continue using a Product that the Customer reasonably believes may be unsafe.

10.3 Reporting a Safety Incident

A Customer should notify Nuracom as soon as reasonably practicable after becoming aware of a suspected safety-related issue.

A Customer should not continue to install, commission or place the Product into service after becoming aware of a suspected safety-related concern.

Where reasonably available, the Customer should provide:

- a description of the reported issue;
- photographs;
- video recordings;
- Product serial number;
- Product model number;
- Proof of Purchase;
- details of any damage;
- details of any injury (if applicable); and
- details of any emergency action taken.

Early reporting assists Nuracom in assessing the reported matter and determining whether any immediate action is appropriate.

10.4 Preservation of the Product and Evidence

Where reasonably practicable and safe to do so, the Customer should not:

- dismantle the Product;
- repair the Product;
- clean the Product;
- alter or modify the Product;
- replace or remove components;

- reset, reconfigure or update the Product where doing so may affect Nuracom's ability to determine the cause of the reported matter;
- discard or dispose of the Product or any component; or
- otherwise disturb evidence relevant to the reported matter.

The Product should remain in substantially the same condition as at the time of the reported safety incident until Nuracom has had a reasonable opportunity to provide instructions or assess the matter.

The Customer should not undertake repeated testing, dismantling or troubleshooting that may alter the condition of the Product or affect the determination of the reported matter.

This requirement assists Nuracom in determining the cause of the reported matter and does not apply where immediate action is reasonably necessary to protect persons or property.

10.5 Inspection and Technical Assessment

Where reasonably necessary, Nuracom may request:

- photographs;
- video recordings;
- site photographs;
- installation photographs;
- electrical test reports;
- Product serial number;
- Product model number;
- installer details;
- installation history;
- service history;
- operating history;
- maintenance records;
- diagnostic records;
- system logs;

- event history;
- environmental conditions, including humidity, water exposure, corrosion, contamination, insects or other relevant operating conditions;
- remote troubleshooting;
- inspection by an authorised representative;
- return of the Product or relevant components;
- laboratory testing;
- independent technical examination; or
- any other reasonable information necessary to determine the cause of the reported matter.

Nuracom will determine the most appropriate assessment method having regard to the circumstances of the individual case.

10.6 Emergency Repairs

Nothing in this Warranty Policy prevents a Customer from arranging emergency work where immediate action is reasonably necessary to protect persons or property from imminent harm.

Emergency work should be limited to the work reasonably necessary to remove the immediate safety risk.

Where emergency work is undertaken, the Customer should:

- retain replaced components where reasonably practicable;
- retain invoices and receipts;
- photograph the Product before and after the emergency work where reasonably practicable; and
- notify Nuracom as soon as reasonably practicable.

Emergency work may affect Nuracom's ability to determine the cause of the reported matter where evidence is no longer available.

10.7 Product Safety Assessment

A reported safety concern does not, by itself, establish that the Product contains a Manufacturing Defect or that a safety defect exists.

The existence of a Reported Fault, Product malfunction or Product failure does not, by itself, establish that the Product presents a safety defect.

The existence of a safety concern does not, by itself, establish that the Product was defective at the time of supply.

The existence of a Product failure does not, by itself, establish negligence by Nuracom.

Nuracom will assess each reported safety matter having regard to:

- the available information;
 - the relevant facts;
 - any technical inspection or testing performed;
 - the Product condition;
 - the installation;
 - the operating environment; and
 - the requirements of applicable law.
-

10.8 Temporary Suspension of Assessment

Where a reported matter involves injury, fire, electrical safety or another potentially serious safety concern, Nuracom may suspend the normal warranty assessment process while additional technical investigation or safety assessment is undertaken.

Nuracom may also suspend repair or replacement activities where reasonably necessary to preserve evidence or complete technical investigation.

Nuracom may consult the Product manufacturer, component suppliers, technical specialists or independent experts where reasonably necessary.

This enables the reported matter to be properly investigated before determining the appropriate warranty or legal response.

Any suspension under this section applies only to Nuracom's voluntary warranty assessment process, does not affect any right available to the Customer under applicable law, and will not be applied to cause unreasonable delay.

10.9 Cooperation

The Customer should reasonably cooperate with any safety investigation by providing information reasonably requested by Nuracom.

Where reasonably requested, the Customer should provide access to the installation location, including reasonable access during normal business hours where practicable, if inspection of the installed Product is reasonably necessary.

Failure to provide information reasonably necessary to investigate a reported safety matter may affect Nuracom's ability to complete its assessment.

10.10 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any obligation imposed upon Nuracom or any right available to a Customer under applicable law relating to Product safety.

10.11 Regulatory Notifications

Nuracom is subject to obligations under applicable law relating to the reporting of certain product safety incidents, including obligations to notify regulatory authorities within required timeframes.

Where required by applicable law, Nuracom will comply with all mandatory reporting obligations and may notify regulatory authorities, manufacturers, insurers or other appropriate persons as reasonably necessary.

Nothing in this Chapter requires Nuracom to disclose confidential regulatory communications or the contents of any regulatory investigation except where required by applicable law.

Nothing in this Chapter limits any reporting obligation imposed upon Nuracom by applicable law.

10.12 No Admission of Liability

The receipt of a safety report, commencement of an investigation, provision of technical assistance, inspection of a Product, replacement of a Product or any other action taken by Nuracom during the investigation of a reported matter does not, by itself, constitute an admission of fault, liability or legal responsibility.

The provision of technical advice, replacement parts, replacement Products, goodwill assistance, commercial assistance, inspections, testing or any other action by Nuracom does not, by itself, constitute an admission of liability.

Nothing in this Chapter prevents Nuracom from providing assistance on a goodwill or ex gratia basis without admitting liability.

Any commercial settlement, goodwill assistance or ex gratia assistance offered by Nuracom is provided without admission of liability unless expressly stated otherwise in writing.

The making of any mandatory or regulatory report required under applicable law is not, and cannot be taken as, an admission of liability.

Any determination regarding responsibility will be made following assessment of the relevant facts and the application of applicable law.

10.13 Independent Testing

Where reasonably necessary, Nuracom may arrange independent testing or specialist examination of the Product or any component.

Such testing may be undertaken by Nuracom, the Product manufacturer, accredited laboratories or appropriately qualified independent experts.

Testing may include electrical testing, laboratory examination, engineering assessment or any other appropriate technical investigation.

10.14 Product Recall or Safety Action

Where Nuracom determines that a Product requires inspection, modification, repair, replacement, recall or another safety-related action, the Customer should reasonably cooperate with those arrangements.

Where requested by Nuracom as part of a safety action or Product recall, the Customer should cease using the Product until the required safety action has been completed.

Nothing in this Chapter limits any safety action required under applicable law.

10.15 Relationship with this Warranty Policy

This Chapter forms part of Nuracom's product safety procedures.

Nothing in this Chapter limits any obligation imposed upon Nuracom or any right available to a Customer under applicable law.

Where a reported safety incident also constitutes a Warranty Claim, or may involve rights under the Australian Consumer Law, the relevant provisions of this Warranty Policy continue to apply.

CHAPTER 11 – WARRANTY CLAIM PROCESS

11.1 Purpose

This Chapter establishes the process for submitting, assessing, administering and determining Warranty Claims under this voluntary warranty.

The purpose of this Chapter is to provide a clear, consistent and efficient Warranty Claim process while ensuring that nothing in this Chapter excludes, restricts or modifies any rights or remedies available under applicable law.

11.2 Who May Make a Warranty Claim

A Warranty Claim should normally be submitted by the original Customer who purchased the Product and holds the applicable Proof of Purchase.

Nuracom may, at its discretion, accept communications from an authorised representative acting on behalf of the Customer where appropriate.

The ability of another person to communicate with Nuracom regarding a Product does not transfer ownership of this voluntary warranty or create any warranty rights that would not otherwise exist.

Where a Product has been relocated, reinstalled or transferred to another property, the Customer remains responsible for demonstrating continued entitlement under this voluntary warranty, including providing any information reasonably requested by Nuracom regarding the Product's installation, relocation or service history.

Nothing in this section affects any rights or remedies available under applicable law.

11.3 Lodging a Warranty Claim

Warranty Claims should be submitted through the Nuracom Customer Portal using the Customer's registered account.

Where it is not reasonably practicable to use the Customer Portal, Nuracom may accept a Warranty Claim through another communication channel approved by Nuracom.

A Warranty Claim should be lodged as soon as reasonably practicable after the Customer becomes aware of the Reported Fault.

Early notification assists Nuracom in preserving evidence, identifying the cause of the Reported Fault and determining the most appropriate course of action.

Upon receipt of a Warranty Claim, Nuracom may allocate a unique Warranty Claim Reference Number for administration and future correspondence.

11.4 Information Required

To assist Nuracom in assessing a Warranty Claim, the Customer should provide, where reasonably available:

- Proof of Purchase;
- Product model;
- Product serial number;
- date of purchase;
- a description of the Reported Fault;
- the history of the Reported Fault, including when it first occurred and the circumstances in which it occurs;
- video evidence demonstrating the Reported Fault;
- photographs where relevant;
- installation details where relevant;
- any troubleshooting already performed;
- details of any previous repairs or service; and
- any other information reasonably requested by Nuracom.

Video evidence forms a standard part of Nuracom's Warranty Assessment process wherever reasonably practicable.

Failure to provide requested information does not automatically invalidate a Warranty Claim but may affect Nuracom's ability to assess the matter.

11.5 Multiple Reported Faults

Where more than one Reported Fault affects the same Product, Nuracom may administer those matters under a single Warranty Claim.

Each Reported Fault will be assessed individually, and approval of one Reported Fault does not automatically result in approval of any other Reported Fault relating to the same Product.

11.6 Preliminary Assessment

Following receipt of a Warranty Claim, Nuracom may conduct a preliminary assessment.

The preliminary assessment may include:

- review of information provided by the Customer;
- review of photographs or video evidence;
- remote technical troubleshooting;
- telephone or email support;
- software or configuration checks;
- requests for additional information;
- identification of possible installation or environmental factors;
- any other reasonable diagnostic procedure.

Following the preliminary assessment, Nuracom may:

- request additional information;
 - determine that no further assessment is presently possible;
 - determine that physical inspection is required; or
 - proceed directly to determination of the appropriate warranty process.
-

11.7 Technical Inspection

Where reasonably necessary, Nuracom may require the Product, Main Unit, Service Module or individual component to be returned for technical inspection, testing or Warranty Assessment.

Nuracom may also require inspection by:

- an Authorised Nuracom Service Centre;
- an approved service provider;
- an approved repair partner; or
- another person nominated by Nuracom.

The Customer must provide Nuracom with a reasonable opportunity to inspect the Product before permanent repairs, alterations or disposal of the Product, except where immediate action is reasonably necessary to protect persons or property.

11.8 Suspension of Warranty Assessment

Where information, evidence, documentation or access reasonably requested by Nuracom has not been provided, Nuracom may suspend the Warranty Assessment until the requested information has been received.

Examples include, but are not limited to:

- Proof of Purchase;
- Product identification;
- video evidence;
- photographs;
- requested inspection;
- return of the Product or component; or
- any other information reasonably required to complete the assessment.

Any suspension under this section applies only for the period reasonably necessary to obtain the requested information and does not affect any rights available under applicable law.

11.9 Determining the Applicable Warranty and Legal Framework

Following completion of the Warranty Assessment, Nuracom will determine whether the reported matter is:

- covered under this voluntary warranty;
- governed by applicable law;
- covered by both this voluntary warranty and applicable law; or

- not covered under either.

This determination is made having regard to the available information, the relevant facts, any technical inspection or testing performed and the requirements of applicable law.

11.10 Determination of the Warranty Remedy

Where Nuracom determines that a Warranty Claim has been approved, Nuracom will determine the most appropriate warranty remedy having regard to:

- the nature of the Reported Fault;
- Product design;
- Product model;
- technical requirements;
- service requirements;
- parts availability;
- Customer location;
- transport requirements;
- operational practicality;
- repair efficiency;
- overall cost effectiveness; and
- any other relevant circumstances.

Subject to applicable law, the selection of the warranty remedy is determined solely by Nuracom having regard to the circumstances of the individual Warranty Claim.

Where appropriate, Nuracom may provide one or more of the following:

- remote technical support;
- software or configuration assistance;
- supply of an approved replacement component;
- replacement of a complete Service Module;
- return-to-base repair;
- repair by an Authorised Nuracom Service Centre;

- onsite repair approved by Nuracom;
- replacement of the Main Unit;
- supply of a new Product;
- supply of a refurbished Product, Main Unit or Service Module providing equivalent or improved functionality; or
- another reasonable warranty remedy determined by Nuracom.

Nothing in this Warranty Policy entitles a Customer to require a particular repair method, replacement method, replacement Product, replacement component, service provider or warranty remedy except where required under applicable law.

11.11 Customer Cooperation

During the Warranty Assessment process, the Customer should reasonably cooperate with Nuracom by:

- providing requested information;
- supplying photographs or video evidence where reasonably requested;
- allowing reasonable inspection of the Product;
- following reasonable troubleshooting instructions;
- preserving the Product where inspection is required;
- complying with reasonable return instructions; and
- providing any additional information reasonably required to complete the assessment.

Failure to reasonably cooperate may affect Nuracom's ability to assess the Warranty Claim.

Providing false, misleading or materially incomplete information may affect Nuracom's ability to assess the Warranty Claim and may result in the claim being declined where permitted by applicable law.

11.12 Withdrawal of a Warranty Claim

A Customer may withdraw a Warranty Claim at any time before completion of the Warranty Assessment.

Where the Customer withdraws a Warranty Claim after Nuracom has incurred reasonable costs at the Customer's request, Nuracom may recover those costs in accordance with the applicable provisions of this Warranty Policy and applicable law.

11.13 Communication During the Assessment

Where reasonably practicable, Nuracom will keep the Customer informed of the progress of the Warranty Assessment.

Where additional information, inspection or testing is required, Nuracom may request further information before determining the outcome of the Warranty Claim.

11.14 Previous Warranty Decisions

The acceptance, assessment, approval or rejection of one Warranty Claim does not require Nuracom to make the same decision in relation to any other Warranty Claim.

Each Warranty Claim is assessed independently on its own facts, technical evidence and the requirements of applicable law.

11.15 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy available under applicable law.

Where applicable law provides rights or remedies that cannot lawfully be excluded, those rights and remedies continue to apply independently of this Warranty Claim process.

CHAPTER 12 – EVIDENCE & TECHNICAL ASSESSMENT

12.1 Purpose

This Chapter explains the types of information, evidence and technical assessment that may be used by Nuracom when determining the cause of a Reported Fault and assessing a Warranty Claim.

The purpose of this Chapter is to ensure that Warranty Assessments are based upon reliable technical information while preserving evidence, protecting product safety and ensuring a fair assessment process.

Nothing in this Chapter excludes, restricts or modifies any rights or remedies available under applicable law.

12.2 Types of Evidence

Nuracom may consider any information reasonably relevant to the assessment of a Warranty Claim, including but not limited to:

- Proof of Purchase;
- Product identification details;
- photographs;
- video recordings;
- written descriptions of the Reported Fault;
- installation information;
- operating history;
- previous service history;
- technical inspection results;
- testing performed by Nuracom;
- returned Products or components;
- independent technical reports; and
- any other information reasonably relevant to the assessment.

No single item of evidence is necessarily determinative.

12.3 Video Evidence

Video evidence forms an important part of Nuracom's Warranty Assessment process.

Where reasonably practicable, Customers should provide video evidence demonstrating the Reported Fault while the Product is operating.

Video evidence may assist Nuracom in:

- identifying the reported symptoms;
- reducing unnecessary transportation;
- avoiding unnecessary component replacement;

- determining the appropriate Warranty Assessment process; and
- identifying whether further inspection or testing may be required.

Where video evidence is not reasonably available, Nuracom may request alternative evidence or arrange another appropriate assessment method.

12.4 Additional Information

During a Warranty Assessment, Nuracom may request additional information where reasonably necessary.

This may include:

- additional photographs;
 - additional video recordings;
 - clarification of the Reported Fault;
 - operating history;
 - installation information;
 - maintenance information;
 - environmental conditions;
 - additional documentation; or
 - any other information reasonably required to complete the assessment.
-

12.5 Physical Inspection

Where reasonably necessary to complete a Warranty Assessment, Nuracom may require the Product to be made available for inspection, testing or return.

Where a Product or component has been removed by Nuracom, an Authorised Nuracom Service Centre or another person authorised by Nuracom, Nuracom may require that Product or component to be returned for further inspection or testing.

12.6 Technical Assessment

Nuracom may perform any technical inspection or testing reasonably necessary to determine:

- the cause of the Reported Fault;

- whether a Manufacturing Defect exists;
- whether the Product complies with its intended design;
- whether external factors have caused or materially contributed to the Reported Fault;
- the appropriate warranty and legal framework; and
- the appropriate remedy, where applicable.

Technical assessment may include visual inspection, functional testing, electrical testing, operational testing, software assessment, internal inspection, comparative testing or any other reasonable technical procedure.

12.7 Independent Reports

Where a Customer provides an inspection report, electrician's report or any other independent technical opinion, Nuracom may consider that information as part of the Warranty Assessment.

Nuracom is not bound by the conclusions contained in any third-party report and may undertake its own technical assessment before determining the outcome of the Warranty Claim.

Where reasonably necessary, Nuracom may request an independent technical report or additional technical information.

Nothing in this section excludes, restricts or modifies any right or remedy available under applicable law.

12.8 Preservation of Evidence

The Customer should preserve the Product in the condition in which the Reported Fault occurred wherever reasonably practicable.

The Product should not be unnecessarily altered, repaired, modified or disposed of before Nuracom has had a reasonable opportunity to complete its assessment, except where immediate action is reasonably necessary to protect persons or property.

Preserving the Product assists Nuracom in accurately determining the cause of the Reported Fault.

12.9 No Unauthorised Disassembly

Except where expressly instructed in writing by Nuracom, the Customer must not dismantle, disassemble or open the Main Unit for the purpose of investigating a Reported Fault.

Unauthorised disassembly may:

- affect the Warranty Assessment;
- compromise the preservation of evidence;
- create safety risks;
- affect Nuracom's ability to determine the cause of the Reported Fault; and
- affect warranty eligibility where the disassembly causes or materially contributes to the Reported Fault.

Nothing in this section prevents emergency action reasonably necessary to protect persons or property.

12.10 Insufficient Evidence

Where the information or evidence available is insufficient to determine the cause of a Reported Fault, Nuracom may:

- request additional information;
- request additional photographs or video recordings;
- require physical inspection of the Product;
- require return of the Product;
- require additional testing; or
- suspend the Warranty Assessment until sufficient information becomes available.

Where Nuracom is unable to determine the cause of the Reported Fault due to insufficient evidence, Nuracom may be unable to determine whether this voluntary warranty applies or whether any remedy is available under this Warranty Policy.

12.11 False or Misleading Information

Providing false, misleading, altered or materially incomplete information or evidence may affect Nuracom's ability to assess the Warranty Claim.

Where permitted by applicable law, Nuracom may decline a Warranty Claim where the Customer has knowingly provided false or misleading information that materially affects the Warranty Assessment.

Nothing in this section limits any right or remedy available under applicable law.

12.12 Chain of Evidence

Where the Product or any component is returned to Nuracom, Nuracom may photograph, record, inspect, test, dismantle, document and retain evidence obtained during the Warranty Assessment.

Evidence obtained during the assessment may be retained for purposes including:

- Warranty Assessment;
- quality assurance;
- technical investigation;
- product improvement;
- dispute resolution;
- regulatory compliance;
- legal proceedings; or
- any other legitimate business purpose permitted by applicable law.

Nuracom will collect, use, retain and handle any personal information obtained during the Warranty Assessment in accordance with its privacy obligations under applicable law and Nuracom's Privacy Policy.

12.13 Use of Photographs and Video Material

Any photographs, videos or other material provided to Nuracom for the purposes of a Warranty Assessment may be used by Nuracom for:

- technical analysis;
- quality assurance;
- product improvement;
- supplier or manufacturer consultation;
- regulatory compliance;

- legal proceedings; and
- any other legitimate business purpose permitted by applicable law.

Where reasonably practicable, Nuracom will remove or obscure personal information that is not reasonably required for those purposes.

12.14 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy available under applicable law.

Evidence obtained during the Warranty Assessment will be considered together with all other relevant facts in determining:

- the cause of the Reported Fault;
- whether this voluntary warranty applies;
- whether any rights or remedies arise under applicable law; and
- the appropriate outcome of the Warranty Assessment.

CHAPTER 13 – WARRANTY ASSESSMENT TIMEFRAMES

13.1 Purpose

This Chapter explains the general timeframes applicable to the administration of Warranty Claims.

Nuracom aims to assess Warranty Claims as efficiently as reasonably practicable. Actual assessment and resolution timeframes may vary depending upon the individual circumstances of each matter.

Nothing in this Chapter guarantees that any Warranty Claim will be completed within a specified period.

13.2 Acknowledgement of Warranty Claims

Where reasonably practicable, Nuracom will acknowledge receipt of a Warranty Claim within two (2) Business Days.

Acknowledgement confirms only that the Warranty Claim has been received. It does not indicate that the Warranty Claim has been accepted, approved or determined.

13.3 Initial Review

Following acknowledgement, Nuracom may undertake an initial review of the information provided.

During this stage Nuracom may:

- review the submitted information;
 - verify Product details;
 - review warranty eligibility;
 - identify missing information;
 - request additional evidence;
 - determine whether immediate safety measures are required; or
 - determine the appropriate assessment pathway.
-

13.4 Requests for Additional Information

Where additional information is reasonably required, Nuracom may request further evidence before continuing the Warranty Assessment.

The Warranty Assessment may be suspended until the requested information has been received.

13.5 Physical Inspection

Where physical inspection, testing or return of the Product is reasonably necessary, assessment timeframes may depend upon:

- transportation;
 - inspection scheduling;
 - technical testing;
 - component availability;
 - supplier consultation;
 - manufacturer consultation; or
 - any other factor reasonably affecting the assessment.
-

13.6 Assessment Timeframes

Nuracom will use reasonable efforts to complete each Warranty Assessment as soon as reasonably practicable.

Assessment timeframes depend upon factors including:

- the complexity of the Reported Fault;
- the availability of evidence;
- technical testing requirements;
- the Product model;
- supplier response times;
- the availability of replacement components;
- Customer response times;
- transport timeframes; and
- any other relevant circumstances.

No fixed assessment period applies to every Warranty Claim.

Any estimated assessment timeframe provided by Nuracom is an estimate only and does not constitute a contractual commitment or guarantee of completion by a particular date.

13.7 Customer Cooperation

Assessment timeframes may be affected where the Customer:

- delays providing requested information;
- delays making the Product available;
- delays returning requested components;
- arranges unauthorised repairs;
- fails to follow reasonable assessment instructions; or
- otherwise delays the Warranty Assessment.

Nuracom is not responsible for delays resulting from circumstances outside its reasonable control.

13.8 Suspension of Assessment

Nuracom may suspend a Warranty Assessment where:

- requested information has not been provided;
- the Product has not been made available for inspection;
- requested components have not been returned;
- the Customer cannot be contacted after reasonable attempts;
- the Product has been altered before assessment; or
- any other circumstance prevents the Warranty Assessment from reasonably proceeding.

The Warranty Assessment may resume once the relevant issue has been resolved.

Any suspension under this section applies only for the period reasonably necessary and does not affect any right or remedy available under applicable law.

13.9 Updates During Assessment

Where reasonably practicable, Nuracom will keep the Customer informed of significant developments during the Warranty Assessment.

Updates may be provided where:

- additional information is required;
 - further testing is required;
 - supplier consultation is required;
 - parts availability affects the assessment;
 - a remedy has been determined; or
 - any material delay occurs.
-

13.10 Events Outside Nuracom's Control

Assessment timeframes may be extended by circumstances beyond Nuracom's reasonable control, including but not limited to:

- transport delays;
- supplier delays;

- manufacturer delays;
- parts shortages;
- natural disasters;
- government restrictions;
- industrial action;
- communication outages; or
- any other event beyond Nuracom's reasonable control.

Such events do not, by themselves, constitute a failure by Nuracom to comply with this Warranty Policy.

13.11 Priority Safety Matters

Where a Reported Fault involves a potential safety risk, Nuracom may prioritise the assessment of that matter.

Priority assessment does not guarantee any particular outcome or timeframe.

13.12 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy available under applicable law.

Where applicable law requires action within a reasonable time, the reasonableness of any assessment period will depend upon the particular circumstances of the individual case.

CHAPTER 14 – REMEDIES

14.1 Purpose

This Chapter explains the remedies that may be available where a Warranty Claim has been approved under this voluntary warranty or where rights or remedies arise under applicable law.

This Chapter should be read together with Chapter 6 (Relationship with the Australian Consumer Law), Chapter 7 (Consumer Guarantee Failures) and Chapter 11 (Warranty Claim Process).

Nothing in this Chapter excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under applicable law.

14.2 Remedies Under Applicable Law

Where applicable law provides a Customer with rights or remedies in relation to a Product failure, those rights and remedies will be determined by the operation of applicable law.

Where a failure constitutes a Major Failure under the Australian Consumer Law, the Customer may have rights including the right to reject the Product, obtain a refund or replacement, or retain the Product and seek compensation, as provided by applicable law.

Where a failure is not a Major Failure, the remedies available will be determined in accordance with applicable law.

The rights available under applicable law operate independently of, and in addition to, the remedies available under this voluntary warranty.

14.3 Remedies Available Under this Voluntary Warranty

Where Nuracom approves a Warranty Claim under this voluntary warranty, Nuracom may, at its sole discretion, provide one or more of the following remedies:

- remote technical support;
- software reset, update or configuration;
- repair of the Product;
- replacement of an individual component;
- replacement of a complete Service Module;
- supply of a refurbished Main Unit;
- supply of a refurbished Product;
- supply of a new Main Unit;
- supply of a new Product;
- return-to-base repair;
- repair through an Authorised Nuracom Service Centre;

- supply of an equivalent or improved replacement Product, component or Service Module; or
- any other reasonable remedy determined by Nuracom.

The remedy selected will depend upon the individual circumstances of the Warranty Claim.

Nuracom may change the selected remedy at any stage of the Warranty Assessment or repair process where additional technical information, inspection results, Product safety considerations, commercial availability or other relevant circumstances reasonably justify a different remedy.

14.4 Selection of the Appropriate Remedy

In determining the appropriate remedy, Nuracom may consider all relevant circumstances, including:

- the nature of the Reported Fault;
- the outcome of the Warranty Assessment;
- Product safety considerations;
- the severity of the failure;
- the Product model;
- the age of the Product;
- the availability of replacement parts;
- the availability of Service Modules;
- technical feasibility;
- transportation requirements;
- Customer location;
- repair efficiency;
- overall cost effectiveness;
- commercial practicality;
- supplier or manufacturer availability; and
- any other relevant circumstances.

No single factor is necessarily determinative.

14.5 Customer Preference

This section applies to remedies provided under this voluntary warranty and to the selection of a remedy where applicable law permits Nuracom to determine the appropriate remedy.

Except where required under applicable law, the Customer is not entitled to require Nuracom to provide a particular remedy.

Without limitation, the Customer is not entitled to require:

- repair instead of replacement;
- replacement instead of repair;
- a refund instead of another available remedy;
- a new Product instead of a refurbished Product;
- a particular Service Module;
- a particular replacement component; or
- repair by a particular service provider.

The Customer is not entitled to require Nuracom to provide multiple remedies in respect of the same Reported Fault except where required under applicable law.

The appropriate remedy will be determined by Nuracom in accordance with this Warranty Policy and applicable law.

14.6 Partial Remedy

Where a Reported Fault is limited to a particular component or Service Module, Nuracom may remedy only the affected component or Service Module rather than replacing the complete Product, except where applicable law provides otherwise, including where a Customer is entitled to another remedy following a Major Failure.

A remedy directed to the affected component or Service Module is not, by itself, evidence that replacement of the complete Product is required.

14.7 Refurbished Products and Components

Where appropriate, Nuracom may satisfy a Warranty Claim by supplying a new, refurbished, remanufactured or reconditioned Product, Main Unit, Service Module or component.

Any replacement supplied under this section will provide equivalent or improved functionality appropriate for the applicable Product model.

Nothing in this section affects any rights that cannot lawfully be excluded under applicable law.

14.8 Equivalent or Improved Replacement Parts

Where the original Product, component or Service Module is no longer available, Nuracom may supply:

- an updated manufacturing revision;
- an equivalent replacement;
- an improved replacement; or
- another compatible replacement approved by Nuracom.

Such replacement is not required to be identical to the original component provided it delivers equivalent or improved functionality.

14.9 Cosmetic Differences

Replacement Products, Main Units, Service Modules or components may differ from the original in appearance, colour, finish, markings, branding, manufacturing revision or cosmetic design.

Such differences do not affect warranty eligibility provided the replacement provides equivalent or improved functionality.

14.10 Commercial Availability

Where a Product, Main Unit, Service Module or replacement component is no longer commercially available, Nuracom may provide:

- a successor model;
- an equivalent Product;
- an improved Product;

- an updated Service Module; or
- another compatible replacement,

provided the replacement offers equivalent or improved functionality and complies with applicable law.

Nuracom is not required to manufacture, source or obtain obsolete Products, components or Service Modules that are no longer reasonably available.

14.11 Return of Replaced Products and Components

Unless otherwise agreed by Nuracom in writing, any Product, Main Unit, Service Module or component replaced under this voluntary warranty becomes the property of Nuracom upon replacement.

Nuracom may retain returned items for:

- technical analysis;
- quality assurance;
- product improvement;
- warranty administration;
- regulatory compliance;
- product safety investigations;
- manufacturer or supplier investigation;
- insurance purposes;
- legal proceedings; or
- any other legitimate business purpose permitted by applicable law.

The Customer must take reasonable care of any item awaiting collection or return.

14.12 Return of Original Product

Where Nuracom provides a replacement Product, Main Unit, Service Module or component, the Customer must, if reasonably requested by Nuracom, return the original item within the timeframe specified by Nuracom.

Until returned, the Customer must not intentionally alter, dismantle, damage, modify or dispose of the original item unless authorised by Nuracom in writing or required for safety reasons.

Failure to return the original item without reasonable excuse may affect the Customer's entitlement to retain the replacement item to the extent permitted by applicable law.

14.13 Completion of Remedy

A remedy provided under this Warranty Policy is taken to be completed when Nuracom has:

- completed the approved repair;
- supplied the approved replacement Product, Main Unit, Service Module or component;
- completed the approved refund; or
- otherwise implemented the agreed remedy.

Any further Reported Fault will be assessed separately in accordance with this Warranty Policy and applicable law.

The completion of one Warranty Claim does not prevent the Customer from submitting a separate Warranty Claim relating to a different Reported Fault.

14.14 No Betterment

Except where required under applicable law, this voluntary warranty is intended to restore the Customer to substantially the position they would have been in had the Manufacturing Defect not occurred.

Nothing in this Warranty Policy entitles a Customer to receive:

- a higher specification Product;
- a newer model;
- additional features;
- additional accessories; or
- any other improvement beyond the applicable remedy,

unless such replacement is reasonably necessary because an equivalent Product or component is no longer reasonably available.

14.15 Warranty Following a Remedy

Unless otherwise required under applicable law, the provision of a repair, replacement component, Service Module, refurbished Product or replacement Product under this voluntary warranty does not create a new voluntary warranty period.

The original Warranty Commencement Date continues to apply for the purposes of this Warranty Policy.

14.16 Subsequent Remedies

Where an initial remedy does not successfully resolve the Reported Fault, Nuracom may determine that a further or alternative remedy is appropriate.

In determining any subsequent remedy, Nuracom may consider:

- the outcome of any further Warranty Assessment;
- technical findings;
- Product safety;
- practicality;
- replacement part availability;
- commercial availability; and
- applicable law.

Nothing in this section requires Nuracom to continue providing repeated repairs where another remedy permitted under this Warranty Policy or applicable law is more appropriate.

Nothing in this section limits any right or remedy that cannot lawfully be excluded.

14.17 No Admission of Liability

The provision of any repair, replacement, refund, goodwill assistance, commercial settlement, product exchange, safety-related action or other remedy does not, by itself, constitute an admission of liability, fault or legal responsibility by Nuracom.

Nothing in this section limits any obligation imposed upon Nuracom under applicable law.

14.18 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy available under applicable law.

Where applicable law provides rights or remedies that cannot lawfully be excluded, those rights and remedies prevail to the extent required by law.

CHAPTER 15 – DISPUTES, REVIEW & GOODWILL ASSISTANCE

15.1 Purpose

This Chapter explains the process available where a Customer disagrees with a Warranty Assessment or warranty decision, requests an internal review, or where Nuracom considers providing assistance beyond its obligations under this voluntary Warranty Policy.

This Chapter also explains how goodwill assistance and commercial settlements are administered.

Nothing in this Chapter excludes, restricts or modifies any rights or remedies available under applicable law.

15.2 Internal Review

If a Customer disagrees with a Warranty Assessment or warranty decision, the Customer may request an internal review.

An internal review allows Nuracom to reconsider the matter based upon the available information, any additional information provided by the Customer, and any further technical assessment considered reasonably necessary.

An internal review does not constitute:

- a new Warranty Claim;
 - a new Warranty Commencement Date;
 - an automatic entitlement to a different outcome;
 - a new Warranty Assessment unless Nuracom determines that further assessment is reasonably necessary; or
 - an admission that the original decision was incorrect.
-

15.3 Information Supporting a Review

A Customer requesting an internal review should provide any additional information reasonably relevant to the matter, including where applicable:

- additional photographs;
- additional video evidence;
- updated Product information;
- further technical information;
- independent technical reports;
- invoices or supporting documents; or
- any other information not previously available.

Nuracom is not required to conduct repeated internal reviews where no new relevant information has been provided.

15.4 Further Technical Assessment

Where appropriate, Nuracom may undertake further investigation before completing an internal review.

This may include:

- additional technical inspection;
- additional testing;
- return of the Product or affected components;
- consultation with the manufacturer;
- consultation with suppliers;
- consultation with technical specialists; or
- any other reasonable assessment considered appropriate.

Any additional assessment will be conducted in accordance with this Warranty Policy and applicable law.

15.5 Independent Technical Reports

A Customer may provide an independent technical report in support of a Warranty Claim or internal review.

Nuracom will consider any report provided but is not bound by its conclusions.

Where appropriate, Nuracom may obtain its own technical assessment or seek further expert advice before determining the matter.

Nothing in this section limits any rights or remedies available under applicable law.

15.6 Goodwill Assistance

Where Nuracom has no legal or contractual obligation to provide a particular remedy, Nuracom may, entirely at its sole discretion, choose to provide goodwill assistance.

Goodwill assistance may include, without limitation:

- discounted replacement Products;
- discounted replacement components;
- discounted Service Modules;
- freight assistance;
- labour assistance;
- commercial discounts;
- product upgrades;
- refurbished replacement Products;
- replacement accessories; or
- any other assistance Nuracom considers appropriate.

Goodwill assistance is entirely voluntary.

15.7 Nature of Goodwill Assistance

Goodwill assistance:

- is provided voluntarily;
- is determined solely by Nuracom;
- is assessed individually;

- does not form part of this voluntary Warranty Policy;
- does not create any contractual entitlement;
- does not establish any precedent; and
- may be subject to reasonable conditions determined by Nuracom.

A goodwill decision made in one matter does not require Nuracom to make the same or a similar decision in any other matter.

15.8 Commercial Settlements

Where appropriate, Nuracom and the Customer may agree to a commercial settlement to resolve a matter.

A commercial settlement may include any mutually agreed arrangement, including financial contributions, discounted replacement Products, replacement components, labour assistance or other agreed outcomes.

Any commercial settlement:

- applies only to the particular matter;
 - does not amend this Warranty Policy;
 - does not establish any precedent; and
 - may be subject to written terms agreed by the parties.
-

15.9 Conditions of Goodwill Assistance

Where goodwill assistance or a commercial settlement is offered, Nuracom may require reasonable conditions to be satisfied before providing that assistance.

Such conditions may include:

- return of the original Product or component;
- preservation of evidence;
- provision of additional information;
- execution of a written settlement agreement;
- completion of agreed inspection procedures; or
- any other reasonable condition relevant to the matter.

Failure to satisfy applicable conditions may result in the goodwill offer being withdrawn.

15.10 No Admission of Liability

The provision of:

- goodwill assistance;
- commercial settlements;
- discounts;
- replacement Products;
- replacement components;
- technical support;
- freight assistance;
- labour assistance; or
- any other discretionary assistance,

does not constitute an admission by Nuracom of:

- liability;
 - fault;
 - negligence;
 - breach of contract;
 - breach of this Warranty Policy; or
 - liability under applicable law.
-

15.11 Final Internal Position

Following completion of any internal review, Nuracom will advise the Customer of its final internal position.

Completion of Nuracom's internal review process does not prevent a Customer from exercising any rights or remedies available under applicable law.

15.12 External Rights

Nothing in this Chapter prevents a Customer from seeking assistance from an appropriate regulatory authority, tribunal or court where rights or remedies are available under applicable law.

A Customer is not required to complete Nuracom's internal review process before exercising any right available under applicable law.

Nothing in this Chapter requires a Customer to accept goodwill assistance or a commercial settlement.

15.13 Confidentiality of Goodwill Assistance

Unless disclosure is required by applicable law, any goodwill assistance, discretionary support or commercial settlement offered by Nuracom is confidential between the parties.

Goodwill assistance provided in one matter does not create any expectation that identical or similar assistance will be offered in any other matter.

15.14 Withdrawal of Goodwill Assistance

Nuracom may withdraw an offer of goodwill assistance at any time before it has been accepted or implemented where:

- material information was not disclosed;
- information provided was inaccurate or misleading;
- relevant evidence has been altered or destroyed;
- the Customer fails to comply with reasonable conditions of the goodwill offer; or
- continued goodwill assistance is otherwise no longer appropriate.

Nothing in this section limits any rights or remedies available under applicable law.

15.15 Entirely Discretionary Nature of Goodwill

Goodwill assistance is provided solely at Nuracom's discretion.

A Customer is not entitled to require Nuracom to provide goodwill assistance or to provide goodwill assistance in any particular form.

A decision by Nuracom not to provide goodwill assistance does not affect any rights or remedies available under applicable law.

15.16 Relationship to Applicable Law

Nothing in this Chapter excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under applicable law.

Where applicable law provides rights or remedies that differ from this Chapter, applicable law prevails to the extent required by law.

Document Control

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