



<http://RepairTech.com.au>

0424 251 486

TERMS & CONDITIONS

These terms and conditions are made on behalf of Jonathan Green (ABN 15478545759) T/A RepairTech or any other service agents of RepairTech whose relevant ABN will be listed on all services provided. All references to RepairTech, "we" or "us" in these terms and conditions refers to RepairTech Services. The purchase of goods or services from RepairTech is subject to the following terms and conditions. By purchasing or receiving goods or services from RepairTech, you accept the following terms and conditions:

QUOTATIONS

Any verbal or written quote given by RepairTech is given based on the limited information given by you the customer and is valid for 7 days from the date that it is issued. A verbal quote is intended to give the customer an estimate of the price of goods or services and is not an assurance the product or service will be sold at that price. RepairTech will attempt to inform customers of all possible price options prior to commencement based on the information provided by the customer. Any piece of advertising material stating a fixed price for a product or service is valid only for the period stated on the advertising material or on the date of publication and may or may not be honoured at the discretion of RepairTech.

WARRANTY

Our Warranty Policy includes, and does not seek to exclude or limit, the rights you have under the Australian Consumer Law (if you are a consumer) and other relevant laws.

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.

Your rights under the Australian Consumer Law are not limited by a defined time. However, the Australian Consumer Law does recognise that the relevant time period for which a remedy may be available can vary from product to product, depending on factors such as the nature of the product and the price. RepairTech adopts the same approach. As you can appreciate, the type of remedy we can offer you may also vary depending on how long it takes you to return the device to us.

RepairTech offer 90 days warranty on all mobile repair services, and varying timeframes on all computer repairs. However any fault deemed to have reoccurred as a result of misuse by the customer or user whether intentional or not, will not be covered by this warranty. RepairTech will determine whether an issue has not been resolved correctly or has reoccurred as a result of misuse given on equipment that RepairTech has replaced during repair.

RepairTech makes no warranty on data, express or implied, and RepairTech disclaims any data warranty of any kind. RepairTech's warranty is limited to the replacement of the goods or service or a refund of the purchase price, to be determined by RepairTech. If your device

develops an additional fault unrelated to the provision of the original Services, this warranty will not apply.

WARRANTY EXCLUSIONS

Devices sent with lock codes will not be tested before or after repair and no warranty attaches to the repair.

LEGAL RIGHTS

The customer is the legal owner or authorized representative of the legal owner of the property and all data and components contained therein sent to RepairTech.

Any property left with RepairTech unclaimed for 30 days will be deemed to be abandoned. After 30 days the property will be disposed of, at which time RepairTech shall have no liability to the customer or any third party. RepairTech will not notify the customer of this action.

LIMITED LIABILITY

Under no circumstances will RepairTech be liable for any direct, indirect, special, incidental, consequential or other damages resulting from any product or service purchased from RepairTech beyond the value of the product or service purchased, including without limitations, any loss of revenue or profits, business interruption or loss of programs or information however caused, before, during or after service or repair even if RepairTech has been advised of the possibility of damages or loss to persons or property. RepairTech's liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.

RepairTech reserves the right to change any specification, design, service or other information without notice.

It is the customer's responsibility to ensure that all and any data stored on the device left for repair is backed up prior to leaving said device with

RepairTech. This data includes but is not limited to, programming and programming files, music files, video files, photographs, contact information, personal files and all other data electronically stored on any device left for repair.

RepairTech shall not be liable for any claims regarding the physical functioning of the device or the condition or existence of data on storage media supplied before, during or after service.

The customer is aware of the inherent risks of property damage involved in electronic equipment repair, including without limitation, risks due to destruction or damage to the machine, media, or data and inability to repair the machine or recover data, including those that may result from the negligence of RepairTech, and assumes any and all known risks of injury and property damage that may result.

The customer and RepairTech agree that the sole and exclusive remedy for unsatisfactory work shall be at RepairTech option, additional attempts by RepairTech to repair the device or a refund of the amount paid by the client.

CONFIDENTIALITY

RepairTech agrees not to disclose any and all information or data files supplied with, stored on, or recovered from client's equipment except to employees or agents of RepairTech subject to confidentiality agreements or as required by law.

PRIVACY POLICY

RepairTech shall ensure compliance with our obligations under the Privacy Act 1988(Cth).

Information submitted to RepairTech by purchasing a products or service, by email, telephone, SMS or writing, we will collect that information and use it for the purposes of providing information or advice about or products

or services and for processing an order or instruction by you for our goods or services.

Specifically, we require your name, address, email address, telephone number and method of payment details in order to complete an order for our goods or services.

We shall only disclose your personal information to third parties where the disclosure is necessary and directly related to the purpose set out above – such as a financial institution to process your order. We shall not give our customer to third parties for promotions independent of RepairTech.

SOFTWARE COPYRIGHT

RepairTech will not be responsible to the customer or any third party for any breach of any software licence in respect of software provided to RepairTech by the customer to be installed on the customer's device. The customer warrants that it has a valid licence in respect of such software and shall indemnify RepairTech against any loss, damage, costs, harm or other expense whatsoever arising either directly or indirectly as a result of RepairTech installing software at the request of the customer.

PAYMENT

Payment for RepairTech goods or services must be made by cash, cheque, direct bank transfer or via an approved third party such as PayPal.

Payment must be made in full on completion of work, or at a time requested by RepairTech.

Full payment is not deemed to have been made until cleared funds are received by RepairTech.

No credit terms are provided without prior approval from management.

SHIPPING

Customer is responsible for all shipping costs, custom duties and taxes to and from RepairTech.

RepairTech takes no responsibility for items mailed before they are checked and signed for. If a device is damaged in transit, any claim must be against the customer's nominated carrier.

All devices sent by RepairTech via a nominated third party carrier are insured for their current market value to be determined by RepairTech. If a device is lost in transit RepairTech can at its discretion replace the item or pay the amount equivalent to its current market value to be determined by RepairTech.

SHIPPING

The parties shall submit all disputes relating to this Agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the Australian Institute of Arbitrators & Mediators. Either party may enforce the award of the arbitrator in a Court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial.