

EXTENDED WARRANTY SERVICE AGREEMENT

(Excludes loss or damage to and/or installation of software and data)

WFD Management Services Pty Ltd
ABN 39 122 292 040
Australian Financial Services
Licence No 312098
Ph 1300 65 33 55
www.coverit.com.au



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

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

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

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

EXTENDED WARRANTY SERVICE AGREEMENT

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

PARTIES TO THIS SERVICE AGREEMENT

Where shown in this service agreement:

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

DEFINITIONS

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

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

EQUIPMENT VALUE

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

TERMS AND CONDITIONS

1. This **Extended Warranty Service Agreement** is for the repair and/or replacement of faulty components in **Declared Equipment** with components of comparable quality and like kind. It is not an agreement to replace old parts with new parts.
2. The **Declared Equipment** is covered only for **Breakdown**. This **Extended Warranty Service Agreement** does not cover costs of the replacement of parts due to hardware and software incompatibility.
3. This **Extended Warranty Service Agreement** does not make provisions for the loan of equipment by WFD or any **Approved Service Provider**.
4. This **Extended Warranty Service Agreement** will be void if there is evidence of unauthorised repair to the **Declared Equipment**
5. Service under this **Extended Warranty Service Agreement** will be provided only to **Declared Equipment** situated within Australia
6. Whilst WFD will make every effort to repair the **Declared Equipment** as soon as possible, WFD shall not be liable for consequential loss of any kind including consequential loss due to delay in repair and/or loss of use of the equipment and/or loss of data
7. WFD provides no express warranties or conditions beyond those contained in this **Extended Warranty Service Agreement**. WFD disclaims all other warranty conditions, expressed or implied, including without limitation, the warranties and conditions of merchantability and fitness for particular purpose
8. Certain legislation including the Trade Practices Act (1974) and other Commonwealth, State and Territory legislation, implies warranties and conditions in relation to consumer contracts. These warranties and conditions exist separately from and are not affected by the warranty terms and conditions contained in this **Extended Warranty Service Agreement**. Subject to this legislation and the warranty terms and conditions of this **Extended Warranty Service Agreement**, WFD shall not be liable for direct or indirect loss or damage of any kind arising from the equipment or your use of it, including but not limited to financial loss and/or incidental or consequential loss or damage
9. This **Extended Warranty Service Agreement** is deemed to have been entered into in the State of South Australia. Any legal action arising out of or in respect of the agreement and/or the interpretation thereof shall be brought only in the State of South Australia. The parties further agree to issue proceedings in the Adelaide registry of the appropriate Court having monetary jurisdiction over the matter.

WHAT IS NOT COVERED BY THIS EXTENDED WARRANTY SERVICE AGREEMENT?

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

1. loss or damage caused by power surges or power fluctuations
2. loss or damage from any cause not within the definition of **Breakdown**
3. any consequential loss
4. any equipment not declared in accordance with the **Declared Equipment** definition
5. any cost that is covered by the original manufacturers warranty
6. any cost relating to part(s) or circumstance(s) that would not be covered by the original manufacturer's warranty but for this **Extended Warranty Service Agreement**
7. any cost relating to damage caused by misuse, negligence or failure to maintain the equipment in a proper working order including the provision for adequate ventilation
8. any cost for the reseating of any item
9. any cost relating to damage resulting from **Wear and Tear**
10. any cost or expense arising due to manufacturer recall of any product
11. any cost or expense due to negligence of the **Approved Service Provider**
12. loss or damage to and/or installation of **Internal Information, External Information or Software**
13. loss or damage to any consumable item which includes but is not limited to any media, fuse, battery, print head, printer drum, printer fusing unit, external power adaptor and any other item deemed to be consumable

EXTENDED WARRANTY SERVICE AGREEMENT (continued)

(Excludes loss or damage to and/or installation of software and data)

14. loss or damage to any peripheral item which includes but is not limited to any monitor, printer, scanner, cable, cord, mouse, keyboard, pointing device, external speaker and any other items deemed to be peripheral
15. penalties for delays including but not limited to availability of repair and/or replacement parts
16. loss or damage occurring during the **DOA Period**
17. equipment or items lost, damaged or stolen during transportation or storage
18. existing faults or defects known to the **Assembler/Reseller** prior to the commencement date of the **Extended Warranty Service Agreement**
19. travel, freight and labour costs for repairs deemed not covered by this **Extended Warranty Service Agreement** which shall include service where no fault is found, or where a **Warranty Holder** fails to sign the terms of agreement as set out on the WFD repair authority
20. **Breakdown** of any component which is subject to a manufacturer's recall or is part of a batch which suffers **Breakdown** due to an inherent fault
21. damage caused by or occasioned through the action of moths, termites or other insects, vermin, rust or oxidisation, mildew or corrosion
22. the cost of remedying or making good solely due to screen burn or related losses.

BASIS OF SETTLEMENT

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

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

The cost of any provisional repair will be borne by WFD if such repair constitutes part of the final repair and does not increase the total repair cost. The cost payable under this clause is limited to the actual cost of labour during normal business hours and parts or items (including GST), which are repaired or replaced as a consequence of a **Breakdown** including costs as follows;

For on-site cover, WFD will cover the cost of up to 50 kms travel from the premises of the **Approved Service Provider** for the purpose of effecting repairs at the situation of the **Warranty Holder** or road freight charges in both directions as agreed by WFD prior to shipment

Should the total cost of repair or replacement exceed:

1. The **Equipment Value** as declared, or
2. The cost of replacement of the **Declared Equipment** by an item of a similar function, type, capacity and quality and in a condition equivalent to the condition of the equipment, then the maximum liability under this service agreement shall be the lesser of 1 or 2. In no case will the maximum liability to pay for all claims for the **Declared Equipment** during the Period of the **Extended Warranty Service Agreement** exceed the **Equipment Value**.

OBSOLESCENCE CLAUSE

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

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

CLIENT RELATIONS

If you have a suggestion about how to improve any of our products or services at WFD, a complaint or a compliment we want to listen.

The best research and development program any organization can have is simply a willingness to listen to its clients.

If you have any suggestion you feel will enable us to provide you with better products and services please have your say.

We will take a positive approach to improving our products and services as well as receiving complaints.

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HOW TO GO ABOUT IT

Step 1 – Contact WFD'S Customer Relations Department

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

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

You can contact WFD's client relations department by:

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

Fax: 08 8371 2840

Email: clientrelations@coverit.com.au

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

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

Step 2 - Financial Ombudsman Service Limited

If, despite our best efforts, you believe we have not satisfactorily dealt with your complaint, you can contact the Financial Ombudsman Service Limited.

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

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

Small Business Eligibility

Unincorporated business	Small Business Criteria > Manufacture of goods - < 100 FTE > Other Businesses - < 20 FTE
Incorporated business	
Incorporated associations, charities, trustee companies	Eligible - < 20 FTE

CONTACTING THE FINANCIAL OMBUDSMAN SERVICE LIMITED

Phone: 1300 780 808

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

Write to: GPO Box 3

Melbourne Vic 3001

Fax: (03) 9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

FINANCIAL SERVICES GUIDE

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This Financial Services Guide (FSG) is an important document. It is aimed to help you understand the service we, WFD Management Services Pty Ltd (WFD) operating as Coverit, provide under the Extended Warranty Service Agreement.

It tells you what services can be provided, how WFD and other relevant persons are remunerated, any potential conflicts of interest and how complaints are dealt with.

Key information is set out in answer to the questions below. If you need more information or clarification, please ask us:

Brian Wright or Stephen Fahey

WFD Management Services Pty Ltd ABN 39 122 292 040

Australian Financial Services Licence No. 312098

16 Croydon Road Keswick SA 5035

Phone: 08 8292 1400

Fax: 08 8371 2840

WFD has implemented a privacy policy to ensure the privacy and security of your personal information. **If you require a copy of our privacy policy please contact WFD on 1300 653 355.**

WFD is bound by the National Privacy Principles established under the Privacy Amendment (Private Sector) Act, 2001. We require all of our representatives to adopt our Privacy Policy.

Personal Information will be collected from you by us and our representatives for the purpose of providing you with the services described in this FSG and providing you with information on other services and products which WFD and your Adviser or our associates are able to offer. It may also be used by us and our representatives in administering our business (e.g. sale of business). The personal information will be disclosed to persons who assist us and our representatives in doing the above for these purposes.

WHO IS MY ADVISER AND WHO IS INVOLVED IN PROVIDING THE SERVICE?

The Assembler/Reseller of your equipment is a representative of **Compucon Computers (NSW) Pty Ltd. Compucon Computers (NSW) Pty Ltd** is a corporate authorised representative (**CAR number 314748**) of WFD and has been authorised to act on WFD's behalf in providing the authorised services set out under the AUTHORISED REPRESENTATIVE AUTHORITY section of this FSG in relation to our extended warranty products.

They are not authorised to provide any advice on the cover provided by the Extended Warranty Service Agreement.

All advice on cover provided by the Extended Warranty Service Agreement will be given by WFD.

WFD is an Australian Financial Services Licensee authorised to carry on a financial services business to:

- A provide financial product advice for the following classes of financial products:
 - (i) financial products limited to:
 - (a) miscellaneous financial risk products limited to extended warranty products; and
- B deal in a financial product by:
 - (i) issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
 - (a) financial products limited to:
 - (1) miscellaneous financial risk products limited to extended warranty products; and
 - (ii) applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
 - (a) financial products limited to:
 - (1) miscellaneous financial risk products limited to extended warranty products; to retail and wholesale clients.

WFD has authorised the provision of this FSG to you. No handwritten amendments can be made to this FSG and you should contact WFD if this has been done.

WHAT SERVICES ARE AVAILABLE TO ME?

Your Assembler/Reseller can only act in accordance with the authority set out in the AUTHORISED REPRESENTATIVE AUTHORITY section of this FSG. If you believe that the Assembler/Reseller is acting outside their authority as set out in the abovementioned section, please call WFD before proceeding.

WFD will provide the services set out in the Extended Warranty Service Agreement.

HOW WILL I PAY FOR THE SERVICE?

Your Assembler/Reseller has contracted with WFD to provide you with service as outlined in the Extended Warranty Service Agreement for a fee which has been included in the charge they made to you for the equipment. No commission is paid to your Assembler/Reseller by WFD.

HOW CAN I GIVE INSTRUCTIONS

You may tell WFD how you would like to give instructions. For example - by telephone, email, fax or letter. WFD will tell you if there are any restrictions on how instructions can be given for certain services (if any).

HOW DO YOU MANAGE CONFLICTS OF INTEREST?

WFD has a Conflicts of Interest Policy in place which we and our representatives must comply with. Conflicts of interests are situations where some or all of your interests are or may be inconsistent with our, or our representative's interests.

WHO CAN I COMPLAIN TO IF I HAVE A COMPLAINT ABOUT THE SERVICE PROVIDED?

If you have a complaint about the service provided to you, you should take the following action:

1. Contact WFD on **1300 653 355** or put your complaint in writing and send it to us at, WFD Management Services Pty Ltd, 16 Croydon Road Keswick SA 5035. We will try and resolve your complaint quickly and fairly.
2. If we cannot reach a satisfactory resolution, you can raise your concerns with the Financial Ombudsman Service Limited on 1300 780 808. WFD is a member of this complaints resolution service. The Australian Securities & Investments Commission (ASIC) also has a freecall Infoline on 1300 300 630 which you may use to make a complaint or obtain information about your rights.

ACCESSING YOUR INFORMATION AND PRIVACY

WFD will maintain a record of any personal information provided by you. **If your circumstances change please contact us.**

WFD will also keep records of any advice given to you. If you wish to examine your file, you should ask WFD.

AUTHORISED REPRESENTATIVE AUTHORITY

Compucon Computers (NSW) Pty Ltd is an Authorised Representative under the WFD Management Services Pty Ltd AFSL No.312098 and as such is authorised to:

1. Issue a copy of the WFD Extended Warranty Service Agreement to you.
2. Attach the Coverit tag to your equipment.
3. Provide you with a copy of the Financial Services Guide.
4. Provide you with a Warranty Activation Form.