

# Hisense

## Television and Audio Product

### Manufacturer's Warranty – Australia and New Zealand

Congratulations on your purchase. This Television and Audio Product Manufacturer's Warranty – Australia and New Zealand (**Warranty**) sets out the terms and conditions on which Hisense Australia Pty Ltd ABN 55 105 022 080 of 1A Millennium Court, Knoxfield, Victoria 3180 (**Hisense**) will repair or replace defective televisions or audio products. **The benefits to the consumer given by this Warranty are in addition to other rights and remedies of the consumer under law in relation to the goods to which this Warranty relates (including the Australian Consumer Law (for Australian customers) or the Consumer Guarantees Act 1993 (for New Zealand customers)).**

#### What is covered by this Warranty?

1. This Warranty automatically applies to any new Hisense branded television or audio product that is purchased in Australia or New Zealand (**Product**) from a company or person that is authorised by Hisense to sell the Product (**Authorised Retailer**).
2. Subject to the terms of this Warranty, Products are warranted to be **free from defects in materials and workmanship (defects)** for the applicable time period specified below (**Warranty Period**).
3. During the Warranty Period, if requested by the original purchaser of the Product (**you**) in accordance with this Warranty, Hisense will repair or replace, at its option and cost, the Product or any part of the Product that Hisense determines to be defective.
4. **Replacement products and parts:** Hisense can, at its option, choose to repair or replace a defective Product or any part of that Product with a product/part of a like kind and quality. **Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.** Replacement products and parts may cost less than the original Product purchased. No charges or refunds will be made based on the replacement Product or part cost difference.
5. **Service Coverage Area:** If the Product is located within 25km of an Authorised Retailer (**Service Coverage Area**), then Hisense may (at its option):
  - a. arrange for a qualified repair technician (**Authorised Repairer**) to attend that location;
  - b. arrange for the Product to be delivered from that location to an Authorised Repairer or Authorised Retailer, and for the Product (or a replacement product) to be returned to you at that location; or
  - c. request that you deliver the Product to an Authorised Repairer or Authorised Retailer and collect the Product (or a replacement product) from an Authorised Repairer or Authorised Retailer,
 and Hisense will be responsible for all reasonable costs relating to the transportation and travel expenses to and from that location under clauses 5.a or 5.b. If the Product is located outside the Service Coverage Area, you must reimburse Hisense and pay on demand all reasonable costs and expenses (including costs of transportation and travel expenses) incurred by Hisense in relation to any Authorised Repairer attending the location of the Product, arranging for the Product to be transported to an Authorised Repairer or Authorised Retailer and/or arranging for the Product (or a replacement product) to be returned to you. You will not be entitled to claim any costs or expenses from Hisense in relation to making a claim under this Warranty, including any costs that you incur in delivering the Product to (or collecting the Product from) an Authorised Repairer or Authorised Retailer under clause 5.c (or otherwise).
6. **Service Coverage Hours:** Hisense makes no representation or warranty in relation to how long a claim under this Warranty will take to be finalised. Without limiting the preceding sentence, if you require an Authorised Repairer to inspect or repair the Product outside Hisense's standard warranty service hours of 9am to 5pm on Monday to Friday (regardless of whether the Product is inside or outside the Service Coverage Area), and Hisense agrees to provide warranty services outside of those times, Hisense will be entitled to charge an additional fee for that "out of hours" service.
7. **Australian Consumer Law (Australian customers):** 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. Terms used in this clause 7 and clause 4 which are not defined in this Warranty, have the meaning given to them in the Australian Consumer Law.
8. **Consumer Guarantees Act 1993 (CGA) (New Zealand customers):** If you are purchasing the Product for personal use, then this Warranty applies in addition to your rights under the CGA. If you are purchasing the Product for business purposes, then this Warranty will apply but you agree that the CGA will not apply.

#### How long does the Warranty last for?

9. Subject to clause 10, the applicable Warranty Period is:
  - a. for televisions (other than accessories): **3 years**; or
  - b. for audio products (including sound bars) and accessories forming part of a Product (e.g. 3D glasses, remote control): **12 months**,
 from the date of purchase shown on the original invoice (**purchase date**), except where the Product has been purchased or used for business purposes and Hisense reasonably determines that there has been excessive or abnormal use of the Product, in which case the applicable Warranty Period for the Product (including accessories) is **12 months** from the purchase date.
10. The Warranty is automatically **voided** if:
  - a. the Product's original serial number is removed, damaged or modified;
  - b. the original purchaser sells, transfers or rents the Product to another person;
  - c. there is any unauthorised access to the internal hardware or firmware of the Product;
  - d. the Product was repaired or tampered with by a person who is not authorised by Hisense; or
  - e. you fail to pay any money owed in relation to any non-Warranty work on the Product that has been requested by you.

#### What is not covered by the Warranty (exclusions)?

11. The Warranty does not apply to:
  - a. any **damage or failure** caused by:
    - i. use that is not in accordance with the Product's user guide, including not adequately servicing the Product to manufacturer recommendations;
    - ii. physical force, including any damage or failure cause by an accident, neglect, misuse, or an "act of God";
    - iii. "fair wear and tear" or excessive use (including (without limitation) where Hisense reasonably considers there has been viewing of images on the display screen of the Product for an extended period of time);
    - iv. incorrect or poor installation, set up or positioning of the Product;
    - v. repairs carried out by a person who is not a company or person that is authorised by Hisense to service the Product or the use of defective or incompatible parts or accessories in relation to the Product;
    - vi. interference from or to other products and/or sources (including externally connected equipment (e.g. cabling and antenna)) or errors or failures in software applications, content and/or services provided by a person or entity other than Hisense which are accessed using the Product);
    - vii. environmental conditions, including dirt, dust, rodents, insects, rust, corrosion and salt build-up;
    - viii. overheating due to incorrect positioning of the Product (e.g. inadequate provision for ventilation and a dust-free environment); or
    - ix. power surges or spikes, incorrect power current, voltage fluctuation or amperage fluctuation;
  - b. any costs relating to the **installation or maintenance** of the Product or any connected equipment;
  - c. the cost of **replacing consumables** (for example - remote control batteries);
  - d. **cosmetic or structural items**; or
  - e. any inability of the Product to read or output **damaged or copied media**.
12. **Incorrectly positioned Products:** If a Product is not positioned or installed in accordance with the Product's user guide, then Hisense may charge an extra service charge to properly position and install the Product in accordance with the Product's user guide. If the Product is positioned higher than 1.2m from floor level, is ceiling or wall mounted, was installed using aftermarket mounts and/or stands or was not installed by a professional installer, then Hisense may also charge you additional amounts relating to the removal and/or reinstallation of the Product.
13. **Non-Warranty repairs:** Repairs or services that are outside the terms of the Warranty can be carried out at your request and cost. Costs and payment methods will be agreed prior to the commencement of any non-Warranty repairs.
14. **No loan products:** Hisense does not provide loan products/equipment while a warranty claim is being assessed or resolved.

#### Making a claim under the Warranty

15. **Warranty Claims Procedure:** The Warranty Claims Procedure is overleaf. To make a claim under this Warranty, you must provide proof of original purchase (invoice) and ensure that the original serial number is attached to the Product. You may be charged a **call-out fee of AUD125 including GST** (for Australian customers) or **NZD125 including GST** (for New Zealand customers) if you do not provide proof of original purchase, or the original serial number is not attached.
16. **Hisense liability:** To the maximum extent permitted by law, Hisense accepts no liability for any loss or damage: (a) to any items that are lost, damaged, or stolen as a result of freight, transport or storage; (b) to third party hardware or software; (c) to programs, data or information stored on the Product or any media; or (d) arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage (irrespective of whether the loss or damage is caused by or

relates to breach of contract, statute, tort (including negligence) or otherwise, and irrespective of whether Hisense or any other person was previously notified of the possibility of the loss or damage). To the extent permitted by law, any warranty, guarantee, condition, representation, undertaking or other right that would be guaranteed or implied in this Warranty or is otherwise imposed by statute, common law, equity, trade, custom or usage, and which is not expressly included in this Warranty, is excluded.

**What happens if no defect is found?**

17. **No Fault Found Fee:** If Hisense determines, acting reasonably, that the Product does not contain a defect, or the repair or fault is not covered by this Warranty, then you will be charged a "No Fault Found Fee" of **at least AUD125 including GST** (for Australian customers) or **NZD125 including GST** (for New Zealand customers). Additional charges may apply for third party device configuration.

## WARRANTY CLAIMS PROCEDURE

Please retain this portion for your records

### 3 YEARS WARRANTY – televisions 12 MONTHS WARRANTY – accessories/audio products

Upon calling the Hisense Warranty centre, you will be issued a JOB NUMBER, along with the details of your nearest Hisense Authorised Repairer.

**Any questions call our hotlines**

## PLEASE REFER TO THE TROUBLESHOOTING GUIDE AT THE END OF USER MANUAL

### Service Procedure

**When calling, please be in front of the product and ensure you have:**

- 1. Proof of purchase;**
- 2. The Product's serial number; and**
- 3. The physical address where the Product is located.**

You are required to email or post a copy of your original proof of purchase prior to your Warranty claim being processed.

Call **1800 447 367** (for Australian customers) or **0800 447 367** (for New Zealand customers) between **8:30AM – 7:00 PM Mon. to Fri. and 9AM – 5PM Sat and Sun** exc public holidays.

Email [service.au@hisense.com](mailto:service.au@hisense.com)

Address **PO Box 360, Ferntree Gully, Victoria 3156** (for both Australian and New Zealand customers)

**The times above are times in Melbourne, Victoria, Australia**