



The Creative Life

## TCL 3 Year Warranty

1. Subject to the terms of this warranty document (“Warranty”), if this television device (including any remote, 3-D glasses and other accessories supplied with it) (together, the “Television”) (or any part of it) does not work properly because of a defect in materials or workmanship and you make a claim under clause 2 in relation to that defect which is accepted by TCL Electronics Australia Pty Ltd, 797 Springvale Road, Mulgrave, VIC 3170 (“TCL”), then TCL will at its cost and at its option (and as your sole remedy):

- a) Repair the Television (or the relevant part) with new or refurbished parts;
- b) Replace the Television (or the relevant part) with a new or refurbished product; or c) Give you a refund for some or the entire price paid by you for the Television.

2. If you wish to make a warranty or other claim against TCL in relation to the Television by exercising any of your rights under this Warranty and/or any applicable law (“Warranty Claim”), then the relevant defect in the Television must have appeared before expiration of the relevant Warranty Period (as defined in clause 10), and before the expiration of that Warranty Period you must:

- a) Contact TCL by phone, email or fax (see contact details and hours at the end of this Warranty); and b) Provide TCL with:
  - i. Details of the alleged defect in the Television (or part of the Television);
  - ii. The model number and serial number of the Television;
  - iii. Your full name, address and telephone number; and
  - iv. A copy of your proof of purchase (e.g. invoice) for Television.

3. If TCL accepts the Warranty Claim, TCL may do any one or more of the following (at its option):

- a) Arrange for an employee, agent or contractor of TCL (“Authorized Repairer”) to attend the premise where the Television is located (“Television Location”) to assess the Warranty Claim and if considered appropriate, carry out any required repairs or replacements;
- b) Arrange for the Television to be collected from the Television Location and transported to the nearest service provider authorized by TCL to carry out assessments, repairs or replacements (“Authorized service provider”);
- c) Request you to deliver the Television to the Authorized Service Provider (“ASP”) (in which case, you must promptly comply with the request); and

d) If the Warranty Claim is assessed at an Authorized Service Provider, after completing that assessment and any necessary repairs or replacements:

- i. Arrange for the Television to be transported back to the Television Location; or
- ii. Request you to collect the Television from the Authorized Service Provider (in which case, you must promptly comply with that request).

4. Subject to clauses 6 and 7, if the Television Location is no more than 30km from the Authorized Service Provider, then you will not be charged any expenses associated with an Authorized Repairer repairing or replacing the Television under clause 3a, TCL arranging for the Television to be transported to the Authorized Service Provider under clause 3b and/or TCL arranging for the Television to be returned to the Television Location under clause 3d(i).

5. If the Television Location is more than 30km from the Authorized Service Provider, then TCL will be entitled to seek reimbursement from you for all reasonable costs and expenses incurred by TCL in relation to any Authorized Repairer attending (and travelling for the Television to be returned to the Television Location under clause 3d(i)). You must pay any such amounts to TCL on demand by TCL.

6. You will not be entitled to claim any costs or expenses from TCL in relation to making the Warranty Claim, including any costs that you incur in delivering the Television to (or collecting the relevant Television from) an Authorized Service Provider under clause 3c or 3d(ii) (as applicable).

7. If the Television the subject of the Warranty Claim 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 TCL may also charge you additional amounts relating to the removal and/or reinstallation of the Television. You must pay any such amount to TCL on demand by TCL.

8. 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. These benefits are in addition to any other rights and remedies available to you under applicable law in relation to the Television, subject to clauses 11 to 19 (inclusive). This clause 8 only applies if you acquired the Television as a consumer.

9. To the extent that this Warranty places a repair obligation on TCL, 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. If the goods are capable of retaining user-generated data, repair of the goods may result in loss of the data. Terms used in clause 8 and this clause 9 which are not defined in this Warranty, have the meaning given to them in the Australian Consumer Law.

10. For the purpose of this Warranty, "Warranty period" means:

- a) For the Television (other than accessories): a period of 36 months (or 12 months where the Television has at any time been used for business or commercial purpose) from the date on which you purchased the Television as shown in your proof of purchase ("Date of Purchase"); and
- b) For accessories forming part of the Television: a period of 12 months from the Date of Purchase, or in each case, any longer period required by law.

11. To the maximum extent permitted by law, this Warranty does not cover, and a Warranty Claim cannot be made in respect of, any loss, damage, failure or defect relating to or arising from any one or more of the following:

- a) Improper set up, installation or positioning of the Television, or improper adjustment of settings or controls associated with the Television;
- b) Normal wear and tear of the Television;
- c) The Television not being used or maintained in accordance with the manufacturer's instructions, specifications or recommendations;
- d) Dismantling, repairing, servicing or other work carried out on or in relation to the Television by any person other than an Authorized Repairer or Authorized Service Provider;
- e) Use of defective or incompatible parts or accessories in relation to the Television;
- f) Accident, theft, vandalism, misuse, abuse, negligence, collision with another object, operation of a computer virus, fire, flood, liquid spillage or ingress, earthquake, thunderstorm activity, acts of God or any other event or circumstance occurring in relation to the Television which is beyond the reasonable control of TCL;
- g) Defective pixels in the Television where the visible number of those defective pixels in less than or equal to the acceptable number of defective pixels state in the manufacturer's specifications (or where there are no such specifications relating to defective pixels for the Television, there are less than 12 defective pixels), it being acknowledged that a normal limitation of the technology for LCD and plasma panels (and the associated manufacturing processes) is for the screen to exhibit some bright, dark or partially lit pixels;
- h) Exposure of the Television to excessive heat or moisture or other environmental conditions, including dust, rodents, insect, rust, corrosion, salt build-up or inadequate ventilation;
- i) Viewing of an image or images on the display screen of the Television for an extended period of time, it being acknowledged that permanent damage can occur to a television if still or repetitive images are left or used on the screen for an extended period of time;
- j) Electrical issues, including power surges, spikes or dips, or incorrect or fluctuations in voltage or current;
- k) Electrical issues, including power surges, spikes or dips, or incorrect or fluctuations in voltage or current;
- l) Externally or other interference resulting from or caused by or to other products and/or sources;
- m) Incompatibility with or configuration of equipment connected to the Television;
- n) Inability of the Television to read or output damaged or copied media;

- o) Any error or failure in software applications, content and/or service provided by a person or entity (other than TCL) which are accessed through the Television;
- p) Use of any other equipment, systems, utilities, services, applications, parts or other items not supplied or authorized by TCL;
- q) Cosmetic, structural or mounting items associated with the Television, including brackets, wall mounts, shelves or doors; and
- r) Consumable (for example, bulbs, globes, batteries and cables) or lost parts or accessories associated with the Television.

12. Without limiting the other provisions of this Warranty and to the maximum extent permitted by law, this Warranty will not apply, and TCL will not be liable under any Warranty Claim, in relation to the Television if any one or more of the following apply:

- a) The Television was not purchased by you in Australia as a brand-new item from TCL or a retailer who at the time of purchase was authorized by TCL to sell the Television to you;
- b) The serial number on the Television has been damaged, modified or removed;
- c) Any moneys are owing by you to TCL in relation to the Television, including any amounts payable under clauses 5, 7, 14 and 15;
- d) Any internal hardware or software associated with the Television has been accessed or tampered without TCL's prior authority; or
- e) You breach any provision of this Warranty.

13. If TCL accepts a Warranty Claim, then in relation to that claim:

- a) You must comply with TCL's directions, and cooperate fully with TCL and any Authorized Repairer and Authorized Service Provider;
- b) No loan equipment will be provided to you while the Television is being transported, examined, repaired or replaced under this warranty;
- c) TCL accepts no liability for any items that are lost, damaged or stolen as a result of freight, transport or storage, irrespective of whether it was arranged by TCL or you;
- d) If you are required to transport the Television to an Authorized Service Provider, you must ensure that it is securely packed and insured;
- e) Any parts used in the repair of the Television (if applicable) may be new or refurbished and may be different to or cost less than the original parts (in which case you will not be entitled to any refund or other form of compensation in relation to any such differences); and
- f) TCL makes no representations or warranties as to when the Warranty Claim will be finalized.

14. If you make a Warranty Claim and the Television is considered by TCL to be in good working order, or the Warranty Claim is otherwise not accepted by TCL, then TCL may charge you for any work carried out by TCL, any Authorized Repairer and any Authorized Service Provider, and you must pay the amount charged on demand by TCL.

15. Further to clause 14, if you request TCL, any Authorized Repairer or any Authorized Service Provider to carry out any work, or to provide any products or parts, outside the scope of a

Warranty Claim that TCL has accepted, and that request is agreed to, then TCL may charge you for that work, or for those products or parts, and you must pay the amount charged on demand by TCL.

16. To the maximum extent permitted by law, TCL is not liable to you or any other person for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or information or loss or damage resulting from wasted management time, 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 TCL or any other person was previously notified of the possibility of the loss or damage.

17. To the maximum 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.

18. Your rights and benefits under this Warranty cannot be transferred.

19. If the Television is able to use or access any software application, content and/or services provided by a person or entity (other than TCL) whether through the Internet or otherwise, then the disclaimer (which appears when you first set up the Television and which is also contained as a separate document in the packaging provided with the Television) applies.

DOWNLOAD WARRANTY LETTER: <http://tclelectronics.com.au/inc/uploads/2013-Bonus-Warranty-Letter.pdf>

Contact Link: <https://www.tclelectronics.com.au/support-page/contact-us/>

<http://support.tclusa.com/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.