



**Philips Electronics Australia Limited and Philips New Zealand Commercial Limited
[Warranty against Defects / Additional Warranty]**

In this warranty (**Additional Warranty**):

We or **us** means Philips Electronics Australia Limited ACN 008 445 743 or Philips New Zealand Commercial Limited NZBN: 9429041782170, and our contact details are set out at the end of this Additional Warranty;

You means the purchaser or the original end-user of the Goods;

Supplier means the authorised distributor or retailer of the Goods that sold you the Goods in Australia or New Zealand; and

Goods means the Lumify transducer and connecting USB cable only, which was accompanied by this Additional Warranty and purchased in Australia or New Zealand

If you require assistance with the operation of the Goods, its features or specifications please call the Philips Consumer Care Centre on 1800 251 400 in Australia or 0800 251 400 in New Zealand.

Australia: 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. This is not a complete statement of your legal rights as a consumer.

New Zealand: Our Goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993. This guarantee applies in addition to the conditions and guarantees implied by that legislation.

Additional Warranty:

In addition to the rights and remedies that you have under the Australian Consumer Law within the *Competition and Consumer Act 2010* (Cth), *Consumer Guarantees Act 1993* of New Zealand or any other applicable law, we provide the following Additional Warranty against defects:

1. If, during the first **3 years** from their date of purchase, or the first **5 years** if you have purchased the additional 2 year warranty extension (**Warranty Period**), the Goods prove defective by reason of improper workmanship or materials and none of your statutory rights or remedies apply, we will repair, replace or substitute the Goods without charge.
2. We do not have to repair, replace or substitute the Goods under this Additional Warranty if the Goods have been used for a commercial purpose; misused, improperly or inappropriately installed, operated or repaired; abused; damaged; not used or maintained in accordance with the manufacturer's instructions or any terms or conditions relevant to the Goods; or used after you have discovered a defect.
3. Even when we do not have to repair, replace or substitute the Goods, we may decide to do so anyway. In some cases, we may decide to substitute the Goods with a similar alternative product of our choosing. All such decisions are at our absolute discretion.
4. All such repaired, replaced or substituted Goods continue to receive the benefit of this Additional Warranty for the time remaining under the original Warranty Period.
5. This Additional Warranty is limited to repair, replacement or substitution only. As far as the law permits, we will not be liable for any loss or damage caused to property or persons arising from any cause whatsoever.
6. In order to claim under this Additional Warranty you must telephone us on 1800 251 400 in Australia or 0800 251 400 in New Zealand within the Warranty Period, and within 7 calendar days of discovering the defect. You will be asked for details of the Goods, a description of the defect and your personal details. Upon discovering a defect, you must stop using the Goods. Upon accepting your claim, we shall assist you with either returning the Goods to us for replacement or to the most convenient Philips Authorised Service Centre for your Goods to be repaired. In some case we may require that you return to the Goods to us (at the address below) for repair, replacement or substitution.
 - * All returned Goods must be accompanied by satisfactory proof of purchase which clearly indicates the name and address of the Supplier (if applicable), the date and place of purchase and identifies product. It is best to provide a legible and unmodified receipt or sales invoice.
 - * You must bear any expense for return of the Goods or otherwise associated with making your claim under this Additional Warranty.
7. This Additional Warranty is only valid and enforceable in Australia and New Zealand.
8. To the maximum extent permitted by law, our aggregate liability under this Additional Warranty will be limited to repairing, replacing or substituting the Goods in accordance with this Additional Warranty. Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability to you for any indirect, special or consequential loss, including loss of profit or business or loss of benefit whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Contact us or the place of purchase for further details.

Philips Electronics Australia Limited
65 Epping Road North Ryde
North Ryde SYDNEY NSW 2113
Consumer Care: 1800 251 400
Website: www.philips.com/support

Philips New Zealand Commercial Limited
Level 3, 123 Carlton Gore Road
Newmarket AUCKLAND 1023
Consumer Care: 0800 251 400
Website: www.philips.com/support