



## **E-Maxx (1,2 or 3) - Limited Warranty**

The E-Maxx Limited Warranty is provided by:  
Arvio Pty Ltd, 11/23 Cook Road, Mitcham, Victoria 3132, Australia. Tel: +613 9837 1050

### **1. LIMITED WARRANTY PERIOD**

The E-Maxx is warranted for 2 years from the original date of purchase. If the Buyer enters into and pays for an E-Maxx monitoring contract with Arvio (Arvio Pty Ltd), when in a paid monitoring contract with Arvio the warranty period for that E-Maxx extends to five years in total from the original date of purchase, subject to the terms and conditions contained in the accompanying written materials.

### **2. LIMITED WARRANTY**

Arvio warrants that (a) the Product will perform in accordance with the accompanying written materials and (b) the Product will be free from defects in materials and workmanship under normal installation, use and service conditions, for the limited warranty period stated above.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST ARVIO AND ARVIO'S SOLE AND EXCLUSIVE LIABILITY IN RESPECT OF DEFECTS IN PRODUCT. HOWEVER, THIS LIMITED WARRANTY SHALL NOT EXCLUDE NOR LIMIT ANY OF YOUR LEGAL (STATUTORY) RIGHTS UNDER THE APPLICABLE NATIONAL LAWS. TO THE EXTENT PERMITTED BY APPLICABLE LAW ARVIO DOES NOT ASSUME ANY LIABILITY FOR LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA, FOR ANY LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR FUNCTIONALITY, LOSS OF BUSINESS, LOSS OF REVENUES OR LOSS OF ANTICIPATED PROFIT, INCREASED COSTS OR EXPENSES OR FOR ANY INDIRECT, OR SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ARVIO'S LIABILITY SHALL BE LIMITED TO THE PURCHASE VALUE OF THE PRODUCT. ARVIO'S PRODUCT COMES WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE. YOU ARE ENTITLED TO HAVE THE PRODUCT REPAIRED OR REPLACED IF THE PRODUCT FAILS TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

ARVIO RESERVES THE RIGHT TO CHANGE DEVICE FEATURES, SOFTWARE AND WARRANTY PROCEDURES WITHOUT NOTICE AND TO DETERMINE THE CAUSE OF ANY FAILURE. AS THE E-MAXX IS DEPENDANT ON OTHER EQUIPMENT SUCH AS THE INTERNET OR OTHER CONNECTION AND OTHER THIRD-PARTY HARDWARE, ARVIO OFFERS OR TAKES NO RESPONSIBILITY FOR THE BALANCE OF THE SYSTEM THE E-MAXX IS CONNECTED TOO.

### **3. LIMITED WARRANTY CONDITIONS**

This Limited Warranty is expressly conditioned upon the following ("Limited Warranty Conditions"):  
(a) warranty claims may only be made by the original Buyer, as named in the invoice or purchase order for the Product, (b) the Buyer notifies Arvio in writing at [info@arvio.com.au](mailto:info@arvio.com.au) within seven (7) days after discovery of failure by the Product to comply with the Limited Warranty; (c) the allegedly defective Product is returned to Arvio suitably packaged, transportation charges prepaid by Buyer; (d) the allegedly defective Product is received by Arvio for adjustment no later than thirty (30) days following the written notification to Arvio, and (e) any warranty claims must be made within the Limited Warranty Period.

#### **4. LIMITED WARRANTY EXCLUSIONS**

This Limited Warranty specifically excludes any failure by or defects of the Product which have been caused by the following (“Limited Warranty Exclusions”): (a) misuse, abuse, neglect, improper installation or application, installation of damaged Product; (b) including, but not limited to abnormal use, abnormal conditions, improper storage, exposure to moisture or dust, oils and solvents, extreme environmental changes such as temperature and humidity, dampness or corrosive environments, unauthorised modifications, unauthorised repair, neglect, rough handling, abuse, accident, alteration, improper installation, incorrect voltage application, food or liquid spillage, acts of God. You are advised to consult your user guide for information regarding operating conditions and to familiarise yourself with the care and maintenance requirements; (c) failure to follow instructions or warnings on the Product or applicable specification sheets or manuals or safety sheets, including but not limited to, specifically, connecting, mounting and cabling methodologies; (d) breakage or damage to external sockets; unless caused directly by defects in materials or workmanship; (e) the cost of storage, delivery, transportation or handling of the Product back to Arvio; (f) collision, accident or negligence in use, storage, transportation or handling, or any harm to or loss of the Product such as theft of the Product, after the transfer of title of the Product to Buyer; (g) normal wear and tear; (h) if the Product has been opened, modified or repaired by anyone other than an authorised Arvio service personnel, or if it is repaired using unauthorised spare parts; (i) if the serial number, date code, or other manufacturer applied stickers or labels have been removed, erased, defaced, altered or are illegible in any way subject to the sole discretion of Arvio; (j) damage resulting from the use of non-Arvio approved accessories; (k) that the software or hardware provided will work in all circumstances or to your specific requirements, that the operation of the software will be uninterrupted or error free, or that Arvio will rectify any such defects.

#### **5. LIMITED WARRANTY REMEDIES**

Arvio and its supplier’s entire liability and the Customer’s exclusive remedy shall be, at Arvio’s discretion if it determines the Product to be defective in materials or workmanship under the terms of this Limited Warranty, either (a) return of the price paid for the Product, or (b) repair or replacement of the Product that does not meet this Limited Warranty with new or refurbished equivalent device, and which is returned to Arvio with a copy of Customer’s receipt. All parts or faulty product that have been replaced or exchanged become the property of Arvio.

In the event that any one or more of the above Limited Warranty Conditions is not satisfied or the Product has been subjected to any of the scenarios within the Limited Warranty Exclusions, Arvio shall have no liability under this Limited Warranty whatsoever. This Limited Warranty is non-transferable and extends only to the original Customer and not to any subsequent purchaser or owner of the Product. All claims by Customer for damages not affecting the Product itself, such as, but not limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded.