

## **STARLINE GROUP LTD**

### **PRODUCT WARRANTY STATEMENT**

STARLINE GROUP LIMITED (“STARLINE GROUP”) warrants to the original purchaser (“Purchaser”) that hardware products supplied by it (the “Goods”) will be free from defects for a period of 15 years from the date of dispatch from Starline Group’s control (“Warranty”).

Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of Starline Group. If a replacement product is supplied, warranty remains based on the original date of dispatch from Starline Group’s control.

#### **Investigation of Claims:**

All Goods, the subject of a warranty claim, must be inspected by Starline Group for evaluation before any warranty claim is approved.

To make a warranty claim pursuant to this Warranty, the Purchaser must:

- Notify Starline Group within 7 days of the alleged defect first coming to the Purchaser’s notice and within the warranty period;
- Provide Starline Group all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase.
- Provide evidence that the Product has been installed correctly and is used in accordance with the Starline Group instructions supplied with the Goods; and
- Make the Product available for inspection by Starline Group, so that Starline Group may carry out all necessary work with the Product.

#### **Conditions of Warranty:**

This warranty extends only to:

- Effects arise solely from faulty design, materials or workmanship under proper use of the Goods;
- Goods installed by a suitably qualified and experienced person;
- Goods sold by Starline Group or its authorised distributors or dealers and only where the Goods are used and serviced within New Zealand; and
- where the defects appear in the Goods within the Warranty period.

#### **Exclusions to Warranty:**

This Warranty does not cover;

- Unauthorised repairs, alteration, modification or substitution of any parts of the Goods, or use of the Goods other than in accordance with the instructions supplied;
- Other goods that are not manufactured or supplied by Starline Group.
- Goods used in an outside/external location;
- Goods purchased other than from Starline Group (such as purchases from unauthorised retailers and purchases over the internet, from local/international sellers or sites such as TradeMe.co.nz, Ebay.com and Amazon.com),
- From a competitor or not from an authorised dealer or distributor of Starline Group;

**In addition to the above, this Warranty DOES NOT cover the following:**

- Damage or defects to the Goods that ought reasonably to have been revealed to you by an examination of the Goods, where you conducted such an examination before acquiring the Goods,
- Normal wear and tear due to the course of normal use,
- Accidental damage or damage caused by an extra-ordinary event or circumstance beyond your or anyone else's
  - environmental factors;
  - natural discolouration of material due to ultraviolet light,
  - crushing, impact with hard surface or damage caused in the transit of the product,
  - foreign material, or exposure of the product to excessive heat or cold or to solvents, or water entry into the product,
  - abnormal product performance caused by any ancillary product interference or other external factors.

Charges will apply for any non-warranty services performed.

**Limitation of Liability:**

The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the New Zealand Consumer Law. In this statement, 'Our' means 'Starline Group', 'You' means the 'Purchaser' and 'goods' means 'Goods':

Our goods come with guarantees that cannot be excluded under the New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

What constitutes a major failure is set out in the New Zealand Consumer Law. Notwithstanding the preceding clause and to the extent permissible by law, the liability of Starline Group is limited, in relation to the Goods and at the option of Starline Group to:

- replacing the Goods, or where the product no longer exists, the supply of equivalent goods;
- the repair of the Goods;
- the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- the payment of the cost of having the Goods repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Starline Group is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by Starline Group's failure in complying with its obligations or the Purchaser's failure due to accident damage, impact, misuse or negligence.

The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

This warranty is not applicable outside New Zealand.

**Contact Details:**

To make a claim under this Warranty or to discuss the warranty service, please contact Starline Group's technical support at:

Starline Group Ltd  
Montre Vue Estate  
1160 State Highway 12  
Maungaturoto 0547  
Northland

Phone: 0800 277 225

Email: [orders@starlinegroup.co.nz](mailto:orders@starlinegroup.co.nz)