

Warranty and Extended Care Terms and Conditions (Prior to 01/03/2019)

Please obtain Support via the Help Centre for all warranty and product support requests.

These terms and conditions apply to products purchased from www.kogan.com and relate to the Kogan.com Warranty and to Extended Care. These terms and conditions do not apply to products purchased through the Kogan Marketplace directly from third party sellers.

Some Products you order on the Website are offered and supplied by Kogan Australia Pty Ltd ABN 53 152 570 351 ("Kogan Australia"), and some Products you order are offered and supplied by Kogan HK Limited (Company Registration Number: 1659337 and ABN: 51 158 959 794) registered in Hong Kong ("Kogan HK"). Please read the Website Terms and Conditions for further information.

Kogan Australia supplies and supports the Kogan.com Warranty relating to Products which are noted as being offered and supplied by Kogan Australia ("KA Products").

Kogan HK supplies and supports all warranties relating to Products which are noted as being offered and supplied by Kogan HK ("KHK Products").

Kogan Australia and Kogan HK collectively are referred to as 'we' or 'us'.

The warranties and product support set out in these Terms and Conditions are provided by Kogan Australia and Kogan HK (as the case may be) irrespective of:

1. the identity of the manufacturer of the Product;
2. whether or not the manufacturer has provided its own warranties or product support in relation to the Product.

For the avoidance of doubt we make no representations or warranty in relation to the existence, non-existence, validity, availability, terms or conditions of any other warranties or product support that may or may not be offered or provided by the manufacturer of the Product.

Warranty Terms

1

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 goods fail to be of acceptable quality and the failure does not amount to a major failure.

2

Subject to the terms and conditions set out below, Kogan Australia and Kogan HK agree to repair or replace the KA Product or KHK Product (as the case may be) which it supplied to you at its own cost or provide you with a refund if the Product is found to be defective and not able to perform in accordance with our specifications during:

1. the Kogan.com Warranty period as set out in the diagram at the end of these terms; or
2. the applicable Extended Care period,

commencing on the date of delivery of the Product. Where there is no proof of delivery, this date will be assumed to be 3 business days from the date of dispatch of the Product.

3

When requesting service under the Kogan.com Warranty or Extended Care, proof of purchase (invoice or paid Order confirmation) must be provided and every effort must be made to return any accessories such as connectivity cables, remote controls, battery chargers, and power cables, that were sold with the Product.

4

When requesting service under the Kogan.com Warranty or Extended Care you must comply with directions from our staff in relation to troubleshooting any issue and facilitating any repair or replacement.

5

You are responsible for inspecting the Product received from Kogan upon arrival. Where Products are faulty or damaged upon delivery, photographic evidence of the damage must be submitted to Kogan Support via the Help Centre within 3 days of receipt of the Product otherwise we can deny your claim.

6

Where we have an obligation to repair a Product, we reserve the right to replace the Product with the same or equivalent Product, rather than repair it.

Where we provide a replacement we will determine, in our discretion, the closest Product within the then current range of Products offered by us with which to replace the faulty or damaged Product. The replacement Product may differ with the replaced Product in size and specifications, at our reasonable election. We may replace parts with refurbished parts. Replacement of the Product or a part under the Kogan.com Warranty or Extended Care does not extend or restart the Kogan.com Warranty or Extended Care period.

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Where we have an obligation to repair or replace the Product but we are not reasonably able to do so, we will offer a store credit or a refund of the purchase price of the Product excluding the cost of delivering the Product ('Delivery Cost').

8

In the event that a replacement or refund, is provided, the faulty item will become our property.

9

Subject to clause 13, where we authorise the repair or replacement of a Product, we will organise for our authorised courier to pick up the Product during business hours (between 9am and 5pm, Monday to Friday) and deliver it to the appropriate authorised repair centre, provided that the Product is safely and securely packaged for safe transport. If we deem it appropriate, we may alternatively supply a pre-paid postage label for the Product to be returned via our chosen carrier to the authorised repair centre. In either instance it will be at our cost. Alternatively, if we specifically

authorise you in writing, you may take the Product to the appropriate repair center or post the Product as directed by us in which case we will refund you the cost of the postage on provision of a scanned copy of the postage receipt. Where you are located outside Australia, we may require that the Product be sent to Hong Kong or Australia, as directed by us.

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If you do not have the original packaging, you will bear the responsibility for safely packaging your Product for transport and we accept no liability for any damage that may occur in transit. If your Product was exclusively available for shipping to Sydney and Melbourne metro areas only, we will collect and return the Product from these areas only.

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We reserve the right to determine the authorised repair center.

12

The Product will be at the Customer's risk while in transit to and from the Kogan Authorised Repair Centre.

13

We may seek reimbursement of any costs we incurred where the Product is found to be in good working order, or when it has been determined that the Kogan.com Warranty or Extended Care (as the case may be) does not apply.

14

We will reasonably determine whether any Product is or is not performing in accordance with the Kogan's specifications.

15

Extended Care is available for purchase for some Products, as listed on the Website and may be purchased up to 14 days after delivery of Your Products.

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Where an Extended Care is purchased, it will replace the Kogan.com Warranty period with the Extended Care period (for example, either 3 or 5 years).

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To the full extent permitted by law, the Kogan.com Warranty and Extended Care will not apply:

- a. to a Product which has not been installed, operated, maintained or used in accordance with the manufacturer's instructions or specifications provided with the Product;
- b. if the factory-applied serial number has been altered or removed from the Product;
- c. to a Product which has suffered damage, malfunction or failure resulting from any unauthorised alterations or modifications (of hardware or software), accident, misuse, abuse, fire, liquid spillage, mis-adjustment of customer controls, use on an incorrect voltage, power surges and dips, thunderstorm activity, force majeure, voltage supply problems, tampering or unauthorised repairs or service, use with other defective or incompatible accessories or products, the operation of

a computer virus of any kind, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the Product;

d. to a Product which has been primarily used in a business or commercial capacity and Kogan.com has not explicitly advised, prior to purchase, as to the product's suitability for that purpose;

e. to any incidence of defective pixels (i.e. dead or stuck pixels) that arise for LED TVs, Monitors and Digital Photo Frames, except as determined by Kogan to denote an LED or LCD panel fault (and except as covered by the Warranty Terms and Conditions). For more information on stuck and dead pixels, please see our Stuck and dead pixel policy for LED TVs, Monitors and Digital Photo Frames.

f. to consumable parts, such as batteries or protective coatings that are designed to diminish over time;

g. to cosmetic damage to boxes, packaging or exterior surfaces (including during transit);

h. to defects caused by normal wear and tear or otherwise due to the normal ageing of the Product;

i. to damage arising during transportation, installation or while moving the Product,

j. if the Product is stolen or we reasonably believe that the Product is stolen based on information provided by law enforcement authorities;

k. where proof of purchase (invoice or paid Order confirmation) cannot be provided;

l. to service and support of any software operating system or application installed on any Product, except to assist in restoring the Product to its factory default settings or;

m. to service of any product whilst it is outside Australia.

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To the full extent permitted by law:

a. we will not be liable for any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any media or any part of the Product, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage; and

b. our aggregate liability in respect of all claims under the Kogan.com Warranty and Extended Care shall not exceed the original purchase price of the Product or, at Kogan's option, replacement of the Product with a like or similar Product.

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Diagram setting out the duration of the Kogan.com Warranty Guidelines

	UNDER 3 MONTHS	UNDER 6 MONTHS	UNDER 12 MONTHS	UNDER 2 YEARS	UNDER 2.5 YEARS	UNDER 3 YEARS	OVER 3.5 YEARS
UP TO \$500 A*	●	●	●	●	●	●	●
OVER \$500 A*	●	●	●	●	●	●	●
OVER \$1000 A*	●	●	●	●	●	●	●
OVER \$2000 B*	●	●	●	●	●	●	●
OVER \$2000 C*	●	●	●	●	●	●	●
OVER \$4000 C*	●	●	●	●	●	●	●

*(A) = All products excluding consumables, (B) = Computers, (C) = All products excluding computers and consumables

BLUE REGION: Subject to these terms, if the Product is defective you can choose to obtain a replacement product (if available), a refund or have the product repaired free of charge.

GREEN REGION: Subject to these terms, if the Product is defective you can choose to have the Product repaired free of charge. If the Product cannot be repaired within a reasonable time, we will provide you with a replacement 'like for like' product.

RED REGION: The Kogan.com Warranty does not apply but you might still have rights under Australian Consumer Law.

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In respect of:

KA Products, these Terms and Conditions are governed by and must be construed according to the law of the State of Victoria, Australia and the parties submit to the jurisdiction of the courts in that State.

KHK Products, these Terms and Conditions are governed by and must be construed according to the law of Hong Kong and the parties submit to the jurisdiction of the courts of Hong Kong