

## ELECTRONIC PROOF OF WARRANTY

ePOW

### WARRANTY VALIDATION

#### HANSET INFORMATION

Device Type: Samsung Galaxy Note 10.1 4G  
IMEI Number: 359428050091107

#### SHIPMENT INFORMATION

Invoice Number: E0344768  
Shipment Date: 18 March 2014

Please note the warranty validation tool is based on distribution shipment date. If you have documentation in the form of a sales invoice contrary to this data, please submit this as your warranty validation document.

ePow for DOA/ELF can only be used for devices sold and shipped direct to customers. This includes TEG and TB

### FOR WARRANTY CLAIMS – TERMS AND CONDITIONS

1. Reference to any „warranty“ in these terms is to:

- a voluntary warranty provided by the manufacturer (for devices) or us (for parts and labour) (“Voluntary Warranty”); or
- any warranty provided at law that cannot be excluded or limited (including those under the Trade Practices Act 1974 (Cth)) (“Statutory Warranty”), (collectively, “Warranties”).

2. The customer agrees that the information supplied to Telstra is accurate.

3. Where the customer is a non Telstra mobile account holder a Security Bond is required before any work is initiated. Failure to provide Security Bond details may result in Telstra being unable to service the device. The value of the Security Bond is equivalent to the “Service Fee” of \$49.50.

4. If the device to be repaired is covered by any Warranties the Security Bond referred to in clause 2 will not be utilised and the device will be repaired or replaced at no cost to the customer. If the device is not covered by any Warranties and the customer does not wish to have the device repaired, Telstra may use the Security Bond for Telstra’s reasonable transport, labour and service costs.

5. To the extent permitted by law, these terms and conditions cover the contract between Telstra and the customer and supersede any representations, warranties or assurances made by Telstra at any time.

6. The customer acknowledges that important data may be lost while a device is being serviced. Customers are advised to keep a hard copy of any information stored within the device. If any data stored within the device is considered sensitive by the customer, the customer agrees to remove that data from the device prior to the device being submitted to Telstra.

7. A 90 day Voluntary Warranty on parts and labour will apply to all services completed in addition to any Statutory Warranty. In the event of a breach of any of the Warranties, Telstra will at its sole discretion repair or replace the part, and/or correct the defect, to conform to the Warranties or refund the payment received from the customer in respect of the service completed.

8. The customer indemnifies Telstra for any liability, loss, damage, costs or expenses incurred or suffered by Telstra arising directly or indirectly from:

- any breach of this agreement by the customer;
- the cancellation of this agreement because of a breach by the customer;
- any wilful, unlawful, or negligent act, or omission of the customer or an agent of the customer; or
- any injury to, or death of a natural person and any loss of or damage to, a third party’s real or personal property (including the loss of use thereof) caused or contributed to by the customer or an officer, employee or agent of the customer.

9. All prices are inclusive of GST.

10. If a customer does not respond to a quote provided by Telstra for non-Warranties repair work within 5 days, the device will be returned to the customer/store and the Service Fee of \$49.50 will apply.

11. If this form is signed by an authorised representative of the customer, he or she warrants and acknowledges that they are authorised to sign this form on behalf of the customer.

12. The customer must disclose to Telstra all:

- chemicals;
- hazardous or corrosive substances; and

c. any other substances which could cause harm to persons repairing or handling the device which may have come into contact with the device prior to the customer providing the device to Telstra.

13. Abandoned goods will be disposed of by Telstra according to applicable legislation.

#### SERVICE CONDITIONS FOR WARRANTIES

14. It is the customer’s responsibility to provide Telstra with evidence that the device is still within the Voluntary Warranty period before commencement of Voluntary Warranty services. Where such evidence is not supplied to Telstra Mobile Services and Telstra determines that Statutory Warranties do not apply, the device may be returned or the services may be undertaken at applicable non-warranty rates and prices.

15. The customer must pay a “Service Fee” of \$49.50 to Telstra Mobile Services if:

- The Voluntary Warranty is invalidated including for any of the reasons stated in the Voluntary Warranty Agreement (e.g. liquid-ingress or physical damage);
  - Telstra Mobile Services determines there to be no faults with the equipment; or
  - No Statutory Warranty applies and Telstra Mobile Services determines that the device is beyond economic service (including as a result of liquid ingress or serious physical damage).
- d. No Service Fees will apply if the device repair is covered by a Statutory Warranty

16. Telstra’s obligations pursuant to any Warranty may be fulfilled where it would satisfy those warranties through the provision of a refurbished device.

#### NON-WARRANTIES

17. The customer must nominate a minimum pre-approved repair charge prior to submitting a device to Telstra for non-warranty repairs. The pre-approved repair charge must be at least \$150. Telstra will proceed to repair the device where the repair cost does not exceed the pre-approved amount nominated by the customer. If the customer does not pre-approve an amount, Telstra will proceed to repair the device up to \$150.

18. Where the estimated repair charge is likely to exceed the amount pre-approved by the customer, Telstra will contact the customer with a formal quote. Where such a formal quote is provided, Telstra will not commence repair of the device until the customer has instructed it to do so.

19. Should the customer elect to not proceed with a repair based upon a formal quote, the customer will be liable to pay a “Service Fee” of \$49.50.

20. Where a customer does not respond to a Telstra quote for repair work within 5 days, the device will be returned to the customer/store and the “Service Fee” of \$49.50 will apply.

21. As the precise nature of the fault is largely determined using information supplied by the customer, the determination of a different fault or additional faults will not invalidate the agreement. The services will automatically proceed according to the terms and conditions contained in this document.

22. The device non-warranty services may be fulfilled through the provision of refurbished devices. Fixed charges will be applied depending upon which model is being serviced.