

1. Warranties

- 1.1. The *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law guarantee certain conditions and warranties in relation to the *Products* purchased by you from Sync Tracking. To the extent they apply, this *Agreement* does not purport to modify or exclude any conditions, warranties, guarantees and undertakings under the Australian Consumer Law.
- 1.2. Except for the Limited Warranty and Lifetime Warranty set out in these Terms, and except for any conditions and warranties which cannot be excluded under the Australian Consumer Law, Sync Tracking hereby disclaims all warranties and conditions, whether express, implied or statutory.
- 1.3. In addition to all applicable conditions and warranties provided under the Australian Consumer Law, Sync Tracking warrants that the *Products* supplied to you will be free from defects in materials and workmanship for a period of twelve (12) months from the date of payment in full ("Limited Warranty"). The Limited Warranty shall only apply where the *Products* are used for their intended purpose as described in this *Agreement*.
- 1.4. Finding Footprints' Limited Warranty does not cover damage, fault, failure or malfunction of a *Product* due to:
 - 1.4.1. Normal wear and tear to the physical surface of the *Product*;
 - 1.4.2. Failure to comply with the User Manual operating instructions and information for a *Product*, including installation;
 - 1.4.3. Improper or inadequate servicing, usage and or/storage;
 - 1.4.4. Failure to perform required preventative maintenance;
 - 1.4.5. The *Product* being installed, opened, repaired, modified, or adjusted in any way by anyone not authorised by Sync Tracking;
 - 1.4.6. The *Product* being exposed to environmental conditions beyond their intended application;
 - 1.4.7. The *Product* being affected by fire, proximity or exposure to heat, moisture, water or flood, frost, ice, wind, fusion, immersion in any liquid, lightning, power surges, induced electrical surges including radio frequency and electromagnetic interference, earthquake, elements of nature or an act of God, riot, civil disorder, vandalism, strikes or industrial strife, theft, accident, war, lockouts, road closure, or any similar cause beyond the reasonable control of Sync Tracking;
 - 1.4.8. The *Product* being physically or operationally misused, neglected, abused or accidentally damaged;
 - 1.4.9. The *Product* being affected by any system or *Asset* malfunctions caused by the abnormal operation, or by unspecified, undocumented, or unexpected operation of any third party computer hardware or system.
- 1.5. Sync Tracking liability arising out of the Limited Warranty or implied conditions or warranties relating to the *Products* and *Services* shall be limited as follows:

- 1.5.1. In the case of *Products*, to the repair of the *Products* or, at the option of Sync Tracking, replacement or the supply of equivalent *Products*;
 - 1.5.2. In the case of *Services*, to supplying of those services again;
- 1.6. In all cases, the amount of Sync Tracking liability under the Limited Warranty shall not exceed the price paid by you for the *Products* and *Services*.
- 1.7. In order to make a claim under the Limited Warranty, you must notify Sync Tracking of the defect and return the *Product* to Sync Tracking as soon as possible following your notification of the defect, along with an explanation of the defect and proof of purchase, to the address provided by Sync Tracking.
- 1.8. This Limited Warranty is not transferable to any third person.
- 1.9. The Limited Warranty does not cover the installation, removal or maintenance of the *Product* or any costs related therewith.
- 1.10. Sync Tracking expressly does not warrant that the *Products* and *Services* will operate completely error- or failure-free, nor that any information provided will always be accurate or that *Services* will always be uninterrupted.
- 1.11. Sync Tracking expressly does not warrant that the *Products* and *Services* will be suitable for any purpose.
- 1.12. In addition to its Limited Warranty, Sync Tracking also provides a limited lifetime *Product* guarantee whilst a *Product* purchased by you from Sync Tracking continues on one of Sync Tracking Subscription Plans for *Services* uninterrupted, on the following terms (“Lifetime Guarantee”):
 - 1.12.1. In the event that a *Product* purchased by you from Sync Tracking ever fails as a result of manufacturing defect or fault, even after extended use, whilst you are subscribed to a Sync Tracking Subscription Plan for *Services*, and have been so subscribed from the date of purchase of the *Product*, Sync Tracking shall repair or replace your *Product*, at its sole discretion, free of charge.
 - 1.12.2. The Lifetime Guarantee does not cover damage caused by accident, improper care, negligence, misuse, alteration, normal wear and tear, or the natural breakdown of colours and materials over extended time and use.
 - 1.12.3. If your *Product* is no longer available at the time it is returned to Sync Tracking pursuant to this Lifetime Guarantee and Sync Tracking elects to replace the *Product*, it will be replaced with a comparable device.
 - 1.12.4. The Lifetime Guarantee does not cover installation or re-installation of any *Product* and any installation costs shall be your sole responsibility. Sync Tracking shall not be responsible for any loss or damage caused by incorrect or improper installation as set out in Clause 3.13 above.
- 1.13. You acknowledge that wireless communications *Products* can experience disruption and transient defects and that Sync Tracking shall not be liable for any loss or damage to you or third parties, howsoever arising, as a result of such disruption and transient defects. Sync Tracking recommends constant testing and monitoring of each *Product* and *Service* operation to ensure the continued satisfactory operation of the same.

- 1.14. You acknowledge that calculation errors may occur when using GPS navigation systems caused by local environmental conditions and/or incomplete or incorrect data, and that Sync Tracking shall not be liable for any loss or damage to you or third parties, howsoever arising, as a result of such errors.
- 1.15. You acknowledge that events and circumstances beyond the control of Sync Tracking, including the occurrence of software viruses, electrical interference, power failure, topographical interference, telephone and communication services failure, and actions of *Emergency Services*, may cause the *Products* and *Services* to fail to perform as designed and that Sync Tracking shall not be liable for any non-performance or failure of the *Products* and *Services* or any resulting loss or damage to you or third parties, howsoever arising, as a result of such failure or malfunction.
- 1.16. You acknowledge that the *Products* and *Services* are not fail-safe and are not to be relied upon to safeguard against injury, illness or death.
- 1.17. Where operation of the *Products* and *Services* is dependent on third party telecommunications infrastructure, landline, or radio communications service, Sync Tracking shall not be liable for any loss or damage to you or third parties, howsoever arising, as a result of system or product performance due to the unavailability of these services.