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## PEG-FIN-POL-Hardware General Warranty Policy

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### 1. INTRODUCTION

This policy sets forth the performance and legal warranty terms governing hardware items supplied by Pegasus Safety & Training Pty Limited (“Pegasus”) or their affiliates. Pegasus’ own software is supplied pursuant to its own System License and Use Agreements and not covered by this document.

Pegasus reserves the right to amend it’s Hardware General Warranty Policy from time to time by posting such amendment on it’s public facing website ([www.pegasus.net.au](http://www.pegasus.net.au)) and all sales made after that time will be made subject to those changed terms.

### 2. DEFINITIONS

Hardware

Computers, computer components, peripherals, printers, kiosks, modems, network interfaces and switches

OEM

Original Equipment Manufacturer

Product

Hardware manufactured or imported by Pegasus as OEM and including hardware manufactured by others but assembled or bundled by Pegasus to be sold as an integrated unit

RMA

Return Materials Authority

Software

Programs, procedures and applications of all kinds designed to run on or make use of hardware supplied by Pegasus

### 3. GENERAL WARRANTY

Pegasus warrants each of its Products to be free from defects in materials and assembly in the course of normal use and service for twelve (12) months from the date of shipment by Pegasus to you, the original buyer of the Product. Where products have a warranty period of greater duration or, special requirements to maintain the warranty these are set forth in 7 (below). Any hardware products or components supplied by Pegasus as a reseller and not the OEM, media on which non-Pegasus software is distributed to you are not Products under this General Warranty and will be covered under the specific warranty provided by the applicable vendor, manufacturer or distributor.

### 4. EXCLUSIVE WARRANTY REMEDY

Your sole and exclusive remedies for Product warranty claims pursuant to this General Warranty Policy are

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1. For all Products that Pegasus determines to be defective and not abused, misused, repaired or modified, Pegasus will, in its sole discretion, (i) repair the defective Product without charge; (ii) replace the defective Product with a new or refurbished Product (replacement Product being of similar model or functionality); or (iii) provide to you a credit towards your future purchase of product from Pegasus in the amount of the price paid by you for the defective product (excluding local taxes and levies).
2. To make a claim for a defective product which is under this warranty you must
  - a. Inform Pegasus that you have a Product you believe to be defective
  - b. Provide Pegasus technical support staff an opportunity to troubleshoot the device remotely – if unresolved, Pegasus will then advise whether or not the whole product or a sub component needs repair and either
    - i. issue an RMA number and you must return the defective Product or component to Pegasus with the RMA number clearly displayed OR
    - ii. where the Product is installed and unable to be easily shipped, schedule a site visit by Pegasus technical support staff
3. Upon receipt of the returned materials, or attending site, Pegasus will evaluate the device(s) to determine whether or not the General Warranty is applicable and if so, take the required remedial actions per 4.1 (above)
4. Returned Materials determined to be any of (i) not defective or (ii) not covered by this Warranty can be shipped back to you at your expense. Any item not shipped to you within 30 days of the determination made in 3 (above) will be considered abandoned and subject to disposal by Pegasus.
5. Pegasus will usually be able to provide an estimate to repair defective items not covered by this Warranty.

### 5. EXCLUSIONS

This Warranty does not cover any incidental, special or consequential loss or damage, including but not limited to economic loss, lost profits or earnings

### 6. WARRANTY DISCLAIMER

This General Warranty policy sets forth the full extent of Pegasus' warranty responsibility. Repair, replacement or credit in the amount of the purchase price paid for the applicable defective product, at Pegasus' sole discretion, is the exclusive remedy. To the maximum extent possible this Warranty is provided in lieu of all other warranties express, implied and statutory, including without limitation implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are specifically excluded.

### 7. SELECT PRODUCT WARRANTY PERIODS AND CONDITIONS

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| 1. Kiosk V6, V7 steel cabinets, doors, hinges, locks and slides  | 2 years |
| 2. Mechanical elements of turnstiles and boom gates should be serviced twice per annum to maintain functionality – first year services are included in the purchase price – you should schedule maintenance to maintain warranty | 1 year  |

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