



## One Year Limited Warranty Statement Hema NAVIGATOR

Hema Maps Pty Ltd, Level1/21 Brandl Street, Eight Mile Plains, QLD 4113, ABN 34 010 601 911 (“Hema”) warrants that the Hema branded accessory and consumer product (“Product” or “goods”) you have purchased from Hema or a Hema Authorised Reseller is free from defect in materials or workmanship under normal use for a period of 12 months from date of purchase. This expressed limited warranty (“Warranty”) extends only to the original purchaser and cannot be transferred to anyone. During the warranty period, your sales receipt or proof of purchase is required to receive warranty service.

### **Disclaimer and Limitation of Remedy**

Hema expressly disclaims all warranties not stated in this Warranty. You must read and follow all set-up and usage instructions in the applicable user guide and/or manuals enclosed. If you fail to do so, this Product may not function properly and you may lose data or suffer other damage. Hema, its affiliates and suppliers do not warrant that operation of this Product will be uninterrupted or error free. If this product fails to work as warranted above, your sole and exclusive remedy shall be repair or replacement.

This Warranty is valid only within Australia and New Zealand.

### **Consumer Guarantees (Australia only)**

Consumer Guarantees apply to goods bought on or after 1 January 2011 by a consumer from a Supplier, in the course of a normal trade (not by way of auction where the auctioneer acts as agent of the owner(s)), and where the goods are normally used for personal, domestic or automobile purposes.

***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 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.***

This Warranty is not intended to and does not limit your rights with respect to the Consumer Guarantees (in Australia) or Consumer Guarantees Act (in New Zealand)

### **What is provided under the Warranty**

If the Product fails during normal and proper use within its Warranty period Hema will repair or exchange the faulty parts within the Product, or the Product itself. ***Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the product.*** Ownership of items is surrendered to each party on exchange. Repair or exchange is subject to the original item being genuine and unaltered.

## What is not covered by the Warranty

1. Damage caused by improper installation or improper connection to the computer.
2. Damage caused by improper installation or improper connection to an automobile ("Vehicle"). This includes modifying, bypassing or hardwiring the 12/24V adaptor and use of any other charger not approved in writing by Hema.
3. Damage caused by an external electrical fault or impact.
4. Damage caused by accident, misuse, abuse, neglect or improper maintenance, including fracture or damage to the LCD (screen), casework, cables, 12/24V Adaptor, and plugs.
5. Damage from use outside usage or storage parameters set forth in the Product's User Guide.
6. Damage from use of accessories not manufactured or sold by Hema.
7. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
8. Product purchased from anyone other than Hema, Hema Authorised Reseller or by way of auction.
9. Product purchased outside of Australia and New Zealand.
10. Modifications to the Product not approved in writing by Hema.
11. Service made necessary by use of third party products not approved in writing by Hema.
12. Routine cleaning, or normal cosmetic and mechanical wear and tear or any other event, act, default or omission outside Hema's control.
13. Damage or loss during transit to Hema, Hema Authorised Service Provider or Hema Authorised Reseller.

Any service or repair for items not covered by this Warranty shall be at Hema's or its Authorised Service Provider's rates and terms then in effect.

## Software

Hema's sole obligations with respect to software distributed under the Hema brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in writing, non-Hema software is provided on an "as is" basis by Hema.

## Protection of Stored Data

***Repair to the goods may result in loss of the data. It includes, for example, waypoint, track and route data, point of interest data, songs, photos, telephone numbers, addresses and electronic documents. Hema recommends that you back up and secure your data prior to sending the goods for repair or service.***

To protect your important data, Hema recommends that you make periodic back-up copies of all the data stored in flash memory or other storage devices as a precaution against possible failures, alteration, or loss of the data.

If your data is altered or lost due to any trouble, failure or malfunction of the flash memory or other storage devices and the data cannot be recovered, Hema shall not be liable for any damage or loss of data, or any other damage resulting there from. When copying or transferring data, please be sure to confirm whether the data has been successfully copied

or transferred. Hema disclaims any liability for the failure to copy or transfer the data correctly, or the security of your data.

### **Critical Applications**

The Product you have purchased is not designed for any “critical applications”. “Critical applications” means, medical applications, emergency services applications, commercial transportation, or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage.

Accordingly, Hema, its affiliates and suppliers disclaim any and all liability arising out of the use of the Product in any critical applications. If you use the Product in a critical application, you, and not Hema, assume full responsibility for such use.

### **How to Obtain Service**

In the event that this Product fails under warranty, contact your Authorised Hema Reseller or the place of purchase for service or advice. Alternatively visit Hema’s website for support and service information.

If it is necessary for you to send your Navigator device directly to Hema, you are required to Submit a Support Request from the Hema Navigator website or contact Hema by phone (+61 7 3340 0000), in order to obtain a Return Authority or Ticket Number. This ticket number must be clearly visible on the outside packaging of the device in order to be processed. The cost of postage to Hema will be borne by the sender. The cost of return postage to the sender will be borne by Hema.

### **Hema Online Support**

Technical support is available electronically on Hema’s website **[www.hemamaps.com](http://www.hemamaps.com)**, here you will find answers to commonly asked technical questions plus downloadable software and utilities.

### **Hema Support Centre**

Hema provides limited complimentary technical phone support for 90 days following the new purchase of your Product. If you seek Hema technical phone or email support beyond this period or require assistance to install configure or troubleshoot the Product, charges may apply at the then prevailing rates.

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns to the Support Manager, Hema Navigator Support, by a letter addressed as follows or by email: **[info@hemamaps.com.au](mailto:info@hemamaps.com.au)**.

Hema Maps Pty Ltd  
Support Manager - Navigator Support  
PO BOX 4365 Eight Mile Plains QLD 4113 Australia

### **STATUTORY RIGHTS AND EXCLUSIONS – AUSTRALIA ONLY**

Certain legislation including the Competition and Consumer Act 2010 and other State Territory legislation that might apply imply warranties and conditions into consumer

contracts. These warranties and conditions exist separately from and are not affected by the Warranty referred to in this booklet/card. Subject to such legislation and to the Warranty contained in this booklet all warranties, conditions and liability implied by law that may be excluded are hereby excluded and Hema shall not be liable for any direct or indirect loss or damage of any kind arising from the goods or your use of them (including but not limited to loss of profits and incidental or consequential loss or damage).

#### STATUTORY RIGHTS AND EXCLUSIONS – NEW ZEALAND ONLY

If you acquire the goods from Hema through its Authorised Resellers and Distributors for the purpose of a business then pursuant to section 43(2) of the Consumer Guarantees Act 1993 (“CGA”) it is agreed that the provisions of the CGA do not apply. To the fullest extent permitted by law in New Zealand, Hema excludes any liability for any direct or indirect loss or damage arising from negligence of Hema’s employees and agents. This Warranty is personal to the original purchaser and cannot be transferred to subsequent purchaser (although the purchaser, in some circumstances, may have rights under the Consumer Guarantees Act 1993 or the Sales of Goods Act 1908). These exclusions do not exclude Hema’s liability in respect of any warranties or guarantees implied by any relevant legislation in New Zealand which cannot be legally contracted out of.

#### PRIVACY STATEMENT

Information supplied by you is used by Hema to process your request and to perform a warranty action. No information will be disclosed without your permission. You have a right of access to information which Hema may hold about you. You may request the correction of that information.