

Captis Warranty

1. **Warranty** - Subject to the terms of this warranty, SigSense warrants that:
 - (a) for a period of 5 years from the manufacture date, each Device (other than sensors and accessories and battery life) will be free from defects that cause a material degradation in performance.
 - (b) for a period of 12 months from the date of delivery, each sensor and accessory will be free from defects that cause a material degradation in performance.
 - (c) subject to clause 2 and 3, the battery of each Device will either have a battery life:
 - (i) of at least 5 years from the manufacture date, or
 - (ii) that supports at least 5000 transmissions,whichever occurs sooner (**Warranty**)
2. **Operating Conditions** - The Warranty is subject to the following being satisfied at all times or in respect of clauses (c), (d) and (e) on an average basis calculated by determining the average temperature, signal strength or data payload, as applicable, from the date the Device was purchased to the date you contact us about the potential defect:
 - (a) sensor logging interval every 15 minutes or longer;
 - (b) connection and data transfer on the cellular network occurring no more frequently than daily (i.e. once in a 24-hour period);
 - (c) hardware temperature being maintained between -20°C and +50°C;
 - (d) signal strength better than -96dB (reference signal receive power);
 - (e) a data payload of up to 50KB per day; and
 - (f) the Device being installed by a Certified Installer in accordance with 7
3. **Warranty Void** - The Warranty in is void in the event of:
 - (a) tampering with or modification of the Device;
 - (b) incorrect installation of the Device or externally connected accessories such as sensors, instruments and external antennas or installation by anyone other than a Certified Installer; or
 - (c) connection of non-compatible externally connected hardware. On request, we will confirm whether externally connectable hardware is compatible with the Device.
 - (d) Devices is installed, removed, configured or otherwise tampered with by anyone other than a Certified Captis Installer.
 - (e) You do not consent to, or the device is not able to accept a Device Update referenced in clause 8.
4. **Remedies** - Subject to clause 5, your sole remedy under this Warranty is for us to replace or repair either the Device or the battery in your Device. Subject to clause 6, if you think you are entitled to a claim under this Warranty , you must first contact SigSense support (support@sigsense.com.au or 07 3053 5229) who will investigate the fault. If the fault cannot be resolved by us we will organise a courier to return the Device(s) to our supplier. We will carry the cost of returning the Device(s) to you. The address for returns is mIoT Pty Ltd., Unit 3, 4 Container Street Tingalpa, Qld 4172.
5. **Australian Consumer Law** - If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this Warranty is to be taken to exclude, restrict or modify any guarantee, condition or warranty that we are prohibited by law from excluding restricting or modifying. If such a statutory guarantee applies to this Warranty and we breach it, we accept liability for such breach, but, where it is lawful to do so and fair and reasonable to do so, we limit our liability at our choice to in the case of goods resupplying the goods or paying the cost of having them resupplied, or in the case of services, resupplying the services or paying the cost of having the services resupplied.

6. **Supplier Warranties** - Without limiting your rights under the Australian Consumer Law:
 - (a) if the Supplier has given any warranties in relation to the Device beyond Warranty, you must pursue any claims under or in relation to those warranties directly with the Supplier rather than through us; and
 - (b) we have no liability in relation to any such warranties or for any representations made by the Supplier.
7. **Captis Certified Installer** - Each Device must be installed and configured by a Certified Captis Installer and you must ensure Devices are not installed, removed, or otherwise tampered with by anyone other than a Certified Captis Installer.
8. **Device Updates** – You agree that we, or our Supplier, may make ‘over-the-air’ updates to the Devices for the purpose of patching and security updates (Updates). You acknowledge and agree that Updates may cause temporary Device outages.
9. **Equivalent Relief** - You acknowledge that SigSense is an authorised reseller of Devices by our Supplier. Our liability under this Warranty shall be no greater than the liability our Supplier has to us. If we are unable to make a successful claim upon our Supplier, whether in full or in part, in respect of any Device defect or other matter claimed by you under this Warranty then, to the extent permitted by law, the portion of the claim so denied by our Supplier will not be covered under this Warranty and we shall have no liability.
10. **Definitions:**
 - (a) Captis Certified Installer – Installer that has undertaken the training provide by MIoT. Register for certification by emailing training@MIOT.com.au
 - (b) Device – Captis Pulse or Captis Multi
 - (c) Supplier – means the third party suppliers(s) or manufacturer(s) of the Device (MIoT and Telstra)