

Terms and Conditions

Warranty Plus Ltd	T 09 250 6008 T 0800 64 9000 F 09 250 6001 PO Box 97-954 Manukau City Manukau 2241 Building 6 Eastside Office Park 15 Accent Drive East Tamaki www.warrantyplus.co.nz
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1. A WPL Warranty price is set by the final invoiced price to the end purchaser.
2. Each product covered must have its own WPL extended warranty, with the price determined by clause 1, except in the case of clause 3 below.
3. If the product has been parallel imported, or there is no original manufacturer's warranty offered with the product, or the product is sold 'second hand', a WPL warranty can only be offered after agreement with WPL, and the premium as advised by WPL has been charged.
4. The terms and conditions of the Original Manufacturer's Warranty form the basis of the Terms and Conditions of a WPL extended warranty. Your warranty is subject to the manufacturer terms and conditions combined with the terms and conditions within this document. Where there is a discrepancy between the manufacturer terms and conditions and the WPL terms and conditions, the WPL terms and conditions shall prevail.
5. Where the product is being sold with no manufacturer's warranty, the warranty terms and conditions revert to WPL terms and conditions as set out.
6. A WPL extended warranty will extend the manufacturer's original warranty to the expiry date as selected on the application and showing in the WPL warranty certificate.
7. A WPL extended warranty will only be valid if all of the following is complete.
 - a. The application is completed correctly and signed.
 - b. The serial numbers of the items are registered accordingly
 - c. The purchase date of the extended warranty is within 30 days of the date of invoice for the item that the warranty applies to.
 - d. The Warranty Application, a copy of the purchase receipt/invoice and a copy of the manufacturer's warranty is faxed to or received by WPL within 30 days.
 - e. All monies owing for the Warranty have been settled to all parties within the agreed terms of trade.
8. Where the end product has been made up with component parts WPL will only extend the warranty that is offered on the final completely built unit.
9. If we cannot repair the product, or we choose not to, we will either replace the product with a working version of the same or similar product of like kind and quality. The value of such is limited to a maximum value not exceeding the original purchase price.
10. In the event of the manufacturer or exclusive distributor of a brand/product and/or for a unit that has been completely built up by a firm no longer conducting business, WPL will endeavour to repair the item with original parts, but reserves the right to replace parts or the product with a working version of the same or similar product of like kind and quality. In the event of this not being a practicable solution WPL will settle in cash for the indemnity value of the item.
11. WPL will not be liable for any costs that can or could have been recovered under a manufacturer or supplier's warranty, nor will WPL be liable for any problems that relate to an item that has been recalled by the manufacturer or supplier and/or any problems, malfunctions, defects, adjustments, of any part or assembly of the product which are not covered by the manufacturer's or suppliers warranty.
12. Where cash settlement or replacement is provided, the original product becomes WPL's property and this extended warranty is cancelled. The value of any cash settlement or replacement will not exceed the original purchase price of the product.
13. Average: Where it is found that the original purchase price of the goods covered is over the upper limit of the WPL category purchased, the amount recoverable under the warranty will be the same proportion as the upper limit of the WPL category purchased is to the upper limit of the correct WPL category.
14. WPL will repair the product multiple times, unless we replace the product. WPL liability for each repair or the replacement product will not exceed the original purchase price of the original product.
15. If a claim is made, but the product when checked is not faulty, service charges will apply at your cost. You must also ensure that all installation, operation and maintenance instructions as set by the manufacturer are followed.
16. WPL will not be liable for any claim that is found to be caused by unauthorized modifications, or failure to follow the manufacturer's installation, operation or maintenance instructions.
17. Non operating, cosmetic faults, paint or product finish, accessories used with or in a product, software, operating systems, toners, drums, tapes, or other add on options, are excluded from the extended warranty unless covered

by their own separate WPL warranty. WPL will not be liable for any mouse or trackball devices, remote controls, SIM cards, hand controllers for game consoles, any support relating to operator error, reformatting or recovery of data, viruses and any fault arising there from.

18. WPL will not be liable for any failure of the product to perform as expressly or implicitly warranted or advertised other than as a result of product failure.
19. In the event of a claim, and the extended warranty is valid the customer/end user will:
 - a. In the first instance advise the reseller of the issue.
 - b. The reseller will contact WPL for further instructions.
 - c. WPL will advise in accordance with clause 4 and 5
 - d. Items that have been replaced become the sole property of WPL and must be forwarded to WPL on demand.
 - e. In the event of the reseller no longer being in business the customer/end user will contact WPL who will advise accordingly.Remember, we must have a copy of your original manufacturer's warranty (if applicable) before a claim can be accepted. You can fax/send these to us, or ask your retailer to do this for you, so that we can store them on our computer system for your security/piece of mind at no extra cost.
20. If we choose to replace an item, this must be obtained from a supplier we advise. To obtain the replacement item you must return the failed item together with any associated parts or controllers or accessories to the location we advise at the time of your claim being accepted by us.
21. WPL will not be liable for any damage to the product caused by accident, neglect, abuse, willful act, misuse, theft, sand, liquid, damage, corrosion, battery leakage, infestation, mildew and mould.
22. WPL will not be liable for any routine maintenance, cleaning, lubrication, adjustments or alignments to the product or batteries internal or external to the product.
23. WPL will not be liable for costs of removal or reinstallation of the product unless otherwise agreed by both parties, or which would normally be covered under the original manufacturer's warranty.
24. WPL will not be liable for any reception and transmission problems resulting from external causes or faults in any wiring, electrical connection or plumbing which is not part of the product.
25. Products used in public rental situations are excluded unless this option has been included on the WPL warranty certificate and appropriate additional premium being paid.
26. Products damaged by power surges, spikes and lightning strikes are excluded unless this option has been included on the WPL warranty certificate and appropriate additional premium being paid.
27. If the product is outside New Zealand, it must be returned to New Zealand at the owners expense before Warranty Plus will entertain a potential claim. WPL will not be liable for any costs incurred in repairing/replacing a product outside New Zealand, regardless of what the manufacturer's warranty allows.
28. Under no circumstances shall coverage extend to any loss or damage to a person or other property, direct, indirect, consequential or incidental, arising from use of or inability to use the product to the extent that such may be disclaimed by law.
29. Disclaimer of liability - This Warranty Plus warranty shall always be subject to the provisions of any applicable New Zealand law. You agree that information collected in relation to it may be kept to support the product to which it relates and to update or inform the purchaser regarding products and services and the expiry date of this Warranty Plus warranty. Warranty Plus is the administrator of this service plan. Under no circumstances shall coverage extend to any loss or damage to a person or other property, direct, consequential or incidental, arising from use of or inability to use the product to the extent that such may be disclaimed by law. This policy does not cover any defects, which are subject to a manufacturer's recall or are covered by the manufacturer's express warranty. This policy is not a guarantee or promise relating to the nature of the material, workmanship or performance of the product covered by the Contract. This warranty in no way affects or limits any rights or remedies you may have under the Consumer Guarantees Act 1993.