

# Warranty Policy

## I. LIMITED WARRANTY

OXY Pty Ltd warrants, to the original purchaser only, that the AirBuddy product(s) purchased will be free of defects in materials and/or craftsmanship for a Warranty Period of one year\* from the date of purchase (delivery date for online orders) under normal use and with proper maintenance as prescribed by AirBuddy's published product materials, including, but not limited to, user manuals, safety instructions, specifications and service communications.

Depending on the country, particular and variable warranties may apply in relation to applicable legislation. Nothing in this Warranty Policy can exclude or limit these statutory provisions.

To the extent permitted by national laws, the Warranty Period will not be extended, renewed or otherwise affected due to subsequent resale, repair or replacement of the product. However, part(s) replaced during the Warranty Period will be warranted for a new Warranty Period of one year\*, provided such replacement has been performed by AirBuddy representative.

Your rights, as purchaser, against OXY Pty Ltd under this Warranty are limited to the repair and replacement of any defective components. OXY Pty Ltd's maximum liability under this Warranty will not exceed the original purchase price of the defective unit, and OXY Pty Ltd reserves the right at its sole discretion, to refund the purchase price in lieu of repair or replacement.

Shipping charges relating to warranty claims are at the expense of the purchaser unless otherwise agreed in writing with OXY Pty Ltd.

By using your AirBuddy product(s), you agree to be bound by this Warranty Policy. If you are not eligible or do not agree to any of the Terms, do not use your AirBuddy product(s).

## II. CONDITIONS AND RESTRICTIONS

### 1. This Limited Warranty does not cover:

- Normal wear and tear of the Product.
- Damage from accident, abuse, neglect and/or tampering.
- Damage caused by lack of proper care and maintenance and/or improper periodic servicing.
- Damage caused by an inappropriate mounting or assembly of the Product.
- Damage caused by reliability or compatibility issues when using unauthorized third-party parts.
- Damage caused by any third-party products.
- Damage caused by unauthorized modifications and repair.
- Damage caused by diving that did not follow instruction manual recommendations.
- Damage caused by operation in bad weather (e.g. storms, strong currents, rolling waves, etc.).
- Damage (incl. corrosion) caused by ingress of water.
- Damage caused by mismatch or misuse of the battery and charger.
- Damage caused by operating the unit with a low-charged or defective battery.
- Damage caused by the transportation, handling or storage of the Product.
- Damage caused by a forced diving when components have aged or been damaged.

\* Warranty period may vary according to local laws and regulations.

2. This Limited Warranty is not enforceable if:

- The Product serial number has been removed, deleted, altered or made illegible.
- The Product has been modified or repaired by any person or entity other than AirBuddy representative.
- The Product has been repaired with unauthorized spare parts.

### III. WARRANTY ENFORCEMENT

AirBuddy or its authorized retailer shall at its sole discretion either (a) repair the Product or (b) replace the Product at no charge (excluding shipping and handling charges). The appropriate remedy will be determined by AirBuddy based upon the following considerations:

- (a) the value of the Product with no Defect,
- (b) the significance of the Defect,
- (c) the inconvenience each remedy would place on the original purchaser.

### IV. HOW TO OBTAIN WARRANTY SERVICE

If a product does not function as warranted during the warranty period, please check the troubleshooting section of the user manual. If this does not help, please contact AirBuddy's service centre via service contact details, which are available on [www.airbuddy.net](http://www.airbuddy.net). You will need to provide a valid proof-of-purchase, receipt or order number for the warranty service.

AirBuddy will attempt to diagnose and resolve your problem by telephone, e-mail or online chat. If your problem cannot be resolved, you may be required to deliver the product to AirBuddy for further examination. AirBuddy will arrange for repair or replacement service at no cost (excluding shipping and handling charges) if the problem falls under this Limited Warranty.

Charges may apply for services not covered by this Limited Warranty. Please contact AirBuddy for information specific to your location. The warranty service is only available in the respective regions where you purchased your AirBuddy product.

### V. DISCLAIMER AND LIMITATION OF LIABILITY

WHEN RECEIVING SERVICE, AIRBUDDY IS RESPONSIBLE FOR LOSS OR DAMAGE TO YOUR PRODUCT ONLY WHILE IT IS IN AIRBUDDY'S POSSESSION, NOT IN TRANSIT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS YOUR SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. OXY PTY LTD SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS, LOSS OF USE, LOSS OF REVENUE, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, CLAIMS OF THIRD PARTIES, DAMAGE TO PROPERTY RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM THE BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY LEGAL OR EQUITABLE THEORY, EVEN IF OXY PTY LTD KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. OXY PTY LTD SHALL NOT BE LIABLE FOR DELAY IN RENDERING WARRANTY SERVICE.

\* Warranty period may vary according to local laws and regulations.