

NWS Standard Warranty Service Terms & Conditions

1. The purpose of this NWS warranty is to substantially improve the quality and speed of the warranty response, service, and parts or product replacement, available under the Australian Consumer Law for 'non-major' faults, or any manufacturer's warranty.
 2. Usually, depending on the type of warranty, a NWS warranty would be longer than any implied, but undefined, ACL *Consumer Guarantee* period.
 3. For most product retail sales, your ACL *Consumer Guarantee* gives you additional rights for 'major faults' not covered by this NWS warranty from your Reseller or the Manufacturer, such as 'acceptable quality', 'matching description', 'fit for purpose', and 'consequential damage', and 'title'.
 4. This NWS warranty covers the costs of replacing or repairing faulty components** or products during the NWS warranty period; however, any pre-existing faults are covered by your Reseller (or Manufacturer).
 5. NWS have many different types of warranty for many different products; therefore, the type of warranty service and response can be quite different. The individual specifics are stated on the front of each Warranty Certificate.
 6. Most NWS warranties start after a seven day 'no fault' period from the sales invoice/receipt date, a later installation date, or 'first use' date. This is to help ensure that your Reseller or the Manufacturer uses quality components, assembles your product with care, and does appropriate quality control.
 7. 'Back-dated' warranties, bought after the product sale, start after 30 days.
 8. Other warranties start after the Manufacturer's warranty period.
 9. Some components that may not be used for a considerable time after the date of purchase, eg DVD drives, have their own 'no fault' first use period.
 10. Your Reseller is responsible for warranty service during any 'no fault' period.
 11. **Any NWS warranty service must be authorised by NWS prior to any service being carried out. NWS has no liability or responsibility for any service work carried out without such authorisation.**
 12. When logging a NWS warranty call, you may be required to provide a copy of the sales invoice or receipt for the product.
 13. For NWS 'sticker' type warranty, a valid NWS Warranty sticker must be adhered to the product under warranty.
 14. For NWS sticker-less 'instant' warranties, your NWS Certificate (or the NWS warranty database) must have the same Product ID Number, eg Serial Number, that is on the purported warranted product.
 15. This warranty covers all inherent components** of the product. If this product has a keyboard, mouse, remote control, or power adaptor, included at time of purchase, those items are covered by this warranty. It does not cover any separate removable devices, such as media, consumables, game devices, or separate peripheral or external devices, or stands.
 16. This warranty is for specific product type up to a specific RRP. These details are listed on the front of this Certificate. If the product purportedly covered is not what is specified on this Certificate, then this NWS warranty is void, and any service provided will be chargeable, and NWS will either refund the monies for the warranty in lieu of service, or offer a warranty upgrade.
 17. This warranty does not cover software faults or problems, settings or configuration, including the operating system, BIOS; or problems or faults caused by software, including viruses or malware.
 18. Initial and subsequent damage to the product or components caused by negligence, improper maintenance, people, accidents, animals, insects, vermin, removable components, consumables, dust, liquid, salt, inadequate cooling, condensation, and sunlight, are not covered.
 19. This warranty does not cover damage or faults caused by over-use or unreasonable use of a product or component, or use or usage not intended for that product or component, or explicitly excluded by the Manufacturer.
 20. This warranty does not cover bent, damaged, or broken, plugs or pins caused by careless fitting or use, or over-use, or external devices or cards.
 21. Faults caused by loose cards & cables, usually caused by usage, heat, or moving equipment, are not faulty components or warranty faults.
 22. This warranty covers all components** at the time of original sale to you, but does not cover additional components fitted after the original purchase, excepting replacement parts supplied under the NWS warranty.
 23. Each NWS warranty comes with a particular stated response. Warranty Holders should note that the stated 'response' is not the same as the product being actually being repaired or replaced, nor is that response always possible given the particular circumstances, location, and time of each case.
 24. Where possible and practical, NWS approves and replaces faulty parts immediately, but the logistics of sourcing and providing replacement parts means that NWS can NOT guarantee 'instant' replacement of all faulty parts.
 25. It is often simply not practical or effective to carry out fault diagnosis, repair, or testing on-site. Where this is the case, NWS reserve the right to remove the product off-site for workshop testing and repair (and return the product).
 26. In some remote areas, instead of on-site service, NWS may arrange to return the faulty product to the most convenient NWS Service Agent or Centre.
 27. This warranty, and the provision of parts & service by NWS, is based on all major components having a Manufacturer's warranty of 12 months, or more.
 28. If NWS is unable to return faulty parts for replacement during this period, NWS may cancel the warranty, and refund double the amount paid to NWS.
 29. If NWS is does not have reasonable access to the faulty product; or is unable to effectively carry out the warranty service, NWS may instead cancel the warranty, and refund double the amount paid to NWS.
 30. If NWS is unable to ship the faulty product or part for replacement, at all, or in what NWS deem to be a reasonable & cost-effective manner, NWS may instead cancel the warranty, and refund double the amount paid to NWS.
 31. If NWS is unable to ship the faulty product or faulty part for replacement to an Australian (or NZ) Reseller or Distributor, NWS may instead cancel the warranty, and refund double the amount paid to NWS.
 32. If compatible replacement parts of same specification are not available within Australia, NWS may, at its discretion, replace the product entirely, or, refund double the amount paid to NWS.
 33. This warranty does NOT cover components damaged by power spikes & surges (although your household insurance may).
- NOTE:** Power boards & household safety switches are not surge protectors, and, surge protectors & UPS will not always prevent surge & spike damage.
34. This warranty does not cover damage or faults caused to, or by, components not installed or used according to the Manufacturer's specifications or recommendations. Specifically, this warranty does not cover faults or damage caused by, or to, components that are over-clocked.
 35. Problems or faults caused by the use of components that are incompatible, or have inadequate power, speed, or capacity, to perform certain functions or at a certain level, are specification or build issues, and are not covered.
 36. Where the cause of a fault is such that the Manufacturer has voided, or would void, their warranty, the NWS warranty is likewise deemed voided, and the Warranty Holder will be charged for any service.
 37. As a courtesy, if a hard disk is replaced, this warranty includes reloading the operating system if the licensed software is available, and if possible at the time of service, but this does not include installation or configuration of other software, or printer, or Internet or network connectivity.
NOTE: Reloading the operating system does not apply to server warranties.
 38. This warranty covers replacing faulty components & products, but does not include rebuilding RAID arrays, or reinstalling RAID software or configuration.
 39. Existing components damaged by the fitting of extra components, or by the movement or adjustment or replacement of existing components, will not be covered, except where part of authorised NWS warranty service.
 40. This NWS warranty does not cover problems or faults with, or caused by, BIOS, CMOS, or driver settings, or incorrect port or switch settings, all of which are classified as software or configuration issues.
 41. 'Emerging technology' components are prone to poor reliability and systemic Manufacturer's production faults. Therefore any such components are only covered while under Manufacturer's warranty or any implied Consumer Guarantee. By definition, the list of such components is constantly changing. Please consult NWS if you wish any clarification.
 42. During service, loss of data can occur in unpreventable & unforeseen ways, and the process of identifying & rectifying a fault can itself lead to loss of data and settings. NWS & our Service Agents take all due care, however this warranty does NOT cover loss of data, software or settings, before, during, or after, any NWS warranty service. The Warranty Holder is responsible for all backing-up and the security of data and software prior to service.
 43. All faulty parts replaced become the property of NWS.
 44. This warranty does not provide loan equipment.
 45. This NWS warranty excludes faults caused by Manufacturer's systemic design, assembly, or manufacture, faults. These faults are covered by the Manufacturer or Reseller. If a systemic fault becomes apparent, NWS may refund the amount paid to NWS for any affected warranties. By definition, such faults should be covered by the ACL 'Consumer Guarantee'.
Systemic faults are manufacturing or design faults that affect most or all of a particular model of a component or product.
 46. At your request, the NWS Service Agent may back up or restore data and applications, or other service work. This is a separate non-NWS service. NWS is not responsible for any such non-NWS service and it is not done on behalf of, or as an agent of, NWS, or paid for, by NWS.
 47. NWS accepts no liability for products that are lost, damaged, or stolen, as a result of any transport or storage.
 48. If no faulty hardware components can be found, and therefore there is no apparent warranty fault, you will be charged a call-out and/or service fee.
 49. Service is only available if NWS has received payment for the warranty.
 50. If the Warranty Holder has any unpaid invoice/s owing to NWS for past non-warranty service, additional NWS warranty fault/s will not be covered.
 51. This NWS warranty, together with the product for which it was purchased, is transferable to another party. Receipt/invoice may be required.
 52. NWS reserves the right to cancel a warranty, and refund the amount paid to NWS for the warranty, in lieu of service, if NWS believes there has been misrepresentation or bad faith by any other party. You may still have rights under the ACL 'Consumer Guarantee'.
 53. This NWS warranty does not cover damage caused by flood, fire, earthquake, electrical storms, or other 'Acts of God'.
 54. NWS & their Service Agents' liability shall only extend to the cost of service under the terms of this NWS warranty, not any direct or consequential damages, including, but not limited to, economic loss or loss of business.'.

* Stated response is achieved 93% of time, but is on 'best effort' basis.

** At time of sale plus parts replaced under this warranty. Tape drives are only covered for the period of the Manufacturer's warranty or any implied Consumer Guarantee.

Where applicable. Not including server operating systems or RAID arrays.