



DISCLAIMER

USE OF THE PRODUCTS

You agree, represent, warrant and undertake to Hummingbird Electronics that prior to ordering the product supplied by Hummingbird Electronics pursuant to this agreement, you obtained all relevant information relating to the product ordered; ensured that information was current; assessed the product, and ensured it is fit for the purpose for which it is intended to be used.

Products are not authorised for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage.

If a customer uses or sells the products for use in any such applications, the customer acknowledges that such use or sale is at the customer's sole risk. The customer will indemnify, defend or hold Hummingbird Electronics and their electronic component suppliers/assemblers harmless from and against any and all liabilities and costs arising out of or in connection with use of the product or sale.

Hummingbird Electronics does not suggest or make any recommendation as to the suitability of parameters that determine angle, height, impact, speed, force, accident, harsh braking, roll-over or rate-of-turn events, input or output voltage or current. Parameter values stated or implied in any documentation are for explanation only and should not be taken as typical or representative of a real world situation.

Hummingbird Electronics' products and information brochures change from time to time in response to product development and customer demand, to ensure products are up to the highest and most recent standards and technological developments. Please ensure that a product ordered from Hummingbird Electronics is the latest version of that particular product prior to placing an order, by contacting Hummingbird Electronics.

Hummingbird Electronics WILL NOT BE HELD LIABLE FOR THE FAILURE OF OTHERS:

a) Hummingbird Electronics will attempt to ensure you receive satellite, GPS, communication with third-party tracking devices/systems, Internet, and/or other related services if required, however these services are not controlled by Hummingbird Electronics.

b) Hummingbird Electronics is not liable for any loss, damage or liability associated with the loss, interruption or lack of satellite, GPS, Internet, connectivity to a third-party tracking system or devices and/or other related services.

FORCE MAJEURE:

Hummingbird Electronics is not liable for any loss, damage or liability associated with:

- (a) the acts of Government;
- (b) atmospheric and heliospheric events;
- (c) military actions, including war and terrorism;
- (d) floods, storms, earthquakes or other natural occurrences; or
- (e) errors or failures with the GPS network
- (f) late deliveries due to the courier / postal networks
- (g) events beyond Hummingbird Electronics control

WARRANTY AGAINST DEFECTS POLICY & PROCEDURES

Hummingbird Electronics warrants the goods against defects in factory workmanship and materials within the warranty period.

The warranty period for automotive, commercial and marine products shall be 12 months from the date of invoice. The warranty period for repaired items shall be 90 days from the date of invoice.

The customer must notify the point of purchase / distributor of any defect coming within the provisions of this warranty, within 30 days of the fault occurring.

A copy of the relevant invoice or the relevant invoice number as proof of the date of purchase must be provided with returned goods.

Hummingbird Electronics is not liable for any loss or damage you suffer or liability you incur arising out of the use of any Hummingbird Electronics products.

Hummingbird Electronics liability is limited to:

(a) repair of a defective product; or

(b) if a product supplied by Hummingbird Electronics cannot be repaired, Hummingbird Electronics will replace a defective product with the same product.

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.

To and where Australian Law permits, products / goods determined by Hummingbird Electronics to have been abused, misused, altered, neglected, lost, or damaged in shipment are not covered by the warranty.

Subject to Australian Consumer Legislation taking precedence, the warranty will be null and void in the following circumstances and all expenses incurred are the responsibility of the purchaser:

- **The goods / products have been opened by a third party.**
- **The goods / products have been contaminated by oil, water, grease, acid, subject to impact or where the vehicle has been in an accident, fitted in excessive vibration or corrosive environments or improperly connected.**
- **The goods / products have been tampered with or an attempt to repair it has been made by any company or individual before notification of a claim to Hummingbird Electronics**

For further information please contact us below:

CONTACT DETAILS

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