



WARRANTY AGAINST DEFECTS

This Warranty is between L'Oréal Australia Pty Limited (**ACN 004 191 673**) (**we, us or our**) and the person, organisation or entity purchasing the Products (**you or your**), together the **Parties** and each a **Party**.

We provide to you this limited **Warranty against Defects** in your Products.

1 YOUR RIGHTS AT LAW

- 1.1 The benefits given to you under this Warranty are in addition to, and do not limit or derogate, your rights and remedies at law in relation to your Products, including under the Australian Consumer Law within the *Competition and Consumer Act 2010* (Cth).
- 1.2 Consumer guarantees (under the Australian Consumer Law) have no set time limit but generally last for an amount of time that is reasonable to expect, given factors such as the cost and quality of the Products or any representations made.
- 1.3 **Mandatory wording: *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 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.***

2 WARRANTY PERIOD

- 2.1 Subject to the terms of this Warranty, and without limiting your statutory rights, your entitlement under this Warranty will commence from the date of original retail purchase and will continue to operate for a period of 1 year (**Warranty Period**).
- 2.2 This Warranty only sets out the Warranty Period within which we will offer you a refund or replacement. Your rights under the ACL may extend beyond the Warranty Period.

3 WHAT WE WILL DO TO HONOUR THIS WARRANTY

- 3.1 Subject to the terms of this Warranty (including you making a valid claim pursuant to clause 5), and without limiting your statutory rights, we will use our best endeavours to remedy any Defect in your Products during the Warranty Period at our cost.

- 3.2 We may, in our discretion, elect to:

- (a) replace your Products; or
- (b) to issue a full or partial refund to you with respect to any amount paid,

for the Defective part (or all) of your Products, which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect. Again, this clause does not seek in any way to limit your statutory rights, including under the ACL.

- 3.3 If any materials, parts or features required to facilitate any replacement pursuant to clause 3.2 are unavailable or no longer in production, or your model of Products is no longer available or in production, we will use our best endeavours to provide you with Products that are equivalent in performance and reliability or with your consent, Products that are at least functionally equivalent to the original Products.

4 WHEN THIS WARRANTY APPLIES AND WHEN IT DOES NOT

- 4.1 Subject to the terms of this Warranty, your Products are warranted by us to be free from Defects for the duration of the Warranty Period.
- 4.2 We set out below the circumstances where we will not be liable to you under this Warranty. Again, this clause does not seek in any way to limit your statutory rights, including under the ACL.
- 4.3 **To the maximum extent permitted by law, this Warranty does not cover**, and we will have no Liability, and you waive and release us from any Liability (under this Warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:
- (a) act or omission, accident, or negligence by you or any third party not engaged by us;
 - (b) failure on your part to properly maintain your Products in accordance with any of our instructions or guidelines;
 - (c) failure on your part to follow any instructions or guidelines (including any manual and specifications for use of the Products with third party hardware such as compatible mobile devices) provided by us in relation to your Products;
 - (d) use of your Products otherwise than for any application or use specified by us;
 - (e) continued use of your Products (where such use is not reasonable) after any Defect in your Products becomes apparent or would have become apparent to a reasonably prudent person;
 - (f) incorporation or installation of other items into your Products;
 - (g) failure by you to notify us of any Defect in your Products within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
 - (h) reasonable wear and tear of your Products;
 - (i) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our reasonable control); or
 - (j) installation, repair, replacement, maintenance, or otherwise compromise of the Products by you or any person other than us.
- 4.4 To the maximum extent permitted by law, **this Warranty will be void, we will have no Liability**, and you waive and release us from any Liability, whether under this Warranty or otherwise, if any work or services carried out by us (including repair and maintenance work or services) are altered, tampered with, overhauled, or otherwise compromised by you or any person other than us or the Manufacturer, without our prior written consent.
- 4.5 **We will have no Liability**, and you waive and release us from any Liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this Warranty, or in assessing any claim made by you under or in relation to this Warranty.
- 4.6 **We will have no Liability**, and you waive and release from any Liability, for any loss of information or data as a result of replacing the Products in accordance with the Warranty.
- 4.7 **Additional Expenses:** Any works or services requested by you to be performed by us (including the replacement of any Products) and deemed by us to not be covered under this Warranty may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

5 MAKING A VALID WARRANTY CLAIM

- 5.1 To claim the benefit of this Warranty, you must:

- (a) notify us through our website at <https://www.larocheuposay.us/contact> or call 1-800-560-1803, option #2. as soon as you become aware of the Defect, and in any event, within 14 days of when you become aware of the Defect;
 - (b) if we ask you to, you must return to return the Products together with all packaging, parts, accessories, documentation and proof of purchase to the authorised retailer where you purchased the Products or, if we determine that your Products are eligible for mail-in service, we will provide you with a prepaid shipping option so that you may ship the Products to us;
 - (c) provide any other information reasonably required by us to assess your claim; and
 - (d) provide evidence of proof of purchase of your Products from us, upon request.
- 5.2 Where you return the Products as part of Warranty claim under this clause 5.1, other than where we you return the Products in accordance with the mail-in service, you will need to cover any associated costs of you returning the Products to us.
- 5.3 Subject to your satisfaction of the requirements in clause 5.1, we will notify you of our determination as to whether your claim is valid under this Warranty, and if so, clause 3 will apply. To the maximum extent permitted by law, any determination we make under this clause 5.1(d) will be final and binding.

6 GENERAL

- 6.1 **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability to you for any Consequential Loss.
- 6.2 **Jurisdiction and applicable Law:** This Warranty is governed by the laws of Victoria and the Commonwealth of Australia. Each party to this Warranty irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.
- 6.3 **No third party reliance:** The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.
- 6.4 **No Assignment or Transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 6.5 **Severance:** If any provision (or part of it) under this Warranty is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under this Warranty cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this Warranty and the remaining provisions (and remaining part of the provision) of this Warranty are valid and enforceable.

7 DEFINITIONS:

In this Warranty:

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Defect means any non-compliance of the Products (excluding normal depletion of consumable parts such as batteries, and any loss of) with any documentation provided by us, and Defective has a corresponding meaning;

Products means the hardware component of the My Skin Track Sensor product supplied by us (either directly or through an authorised retailer).