

0.4 Refurbished handset warranties

What is a refurbished handset?

A refurbished handset is one that has been pre-owned and returned for any number of different reasons. While it is not possible to know why a particular handset was returned, our supplier ensures that TeleChoice refurbished handsets are of top quality by performing stringent testing and grading processes which provides an experience comparable to new products.

Each refurbished mobile handset is presented in a new TeleChoice refurbished handset box which includes a genuine handset and an Australian charger.

We obtain our refurbished handsets from a global distributor meaning that some of the handsets we sell are an equivalent international model of the local handset models supplied. TeleChoice has no affiliation with the manufacturer of the handset.

What may be different?

Whilst all stock originates from the same factories, the TeleChoice refurbished handsets may have been sourced from markets outside of Australia.

The original charger may be different; however as mentioned above, all handsets will be packaged with an Australian charger.

The handset may be loaded with international carrier firmware and bloatware which will not interfere with the normal operation of the handset.

Warranty and Returns Policy

TeleChoice refurbished mobile handsets are covered by our **Warranty Terms & Conditions**. The handset packaging may contain warranty documents on or inside the packaging provided by the manufacturer of the product. Any such warranty documents are not given by TeleChoice and are separate from these **Warranty Terms & Conditions**.

Some warranty documents provided by manufacturers of imported goods may not apply in Australia. You should contact the manufacturer identified on the warranty document to determine whether or not the warranty applies to the goods in Australia, and if so, how you should go about making a claim under such a warranty.

Please select your refurbished handset carefully as we are unable to provide a refund or exchange if you simply change your mind or if you made an incorrect purchase. Returns of our refurbished handsets will only be accepted in accordance with our **Warranty Terms & Conditions**.

We recommend that you keep your original handset packaging. In the unlikely event that you require a warranty repair and you do not have the original packaging, you will bear the responsibility for safely packaging your handset for transport and TeleChoice accepts no liability for any damage that may occur in transit.

Warranty Terms and Conditions

These **Warranty Terms and Conditions** constitute a contract between the customer (“you”) and Business Service Brokers Pty Ltd trading as TeleChoice (ACN 069 049 994) (together, “the parties”).

These terms and conditions apply to TeleChoice refurbished handsets purchased from TeleChoice (www.telechoice.com.au) and/or TeleChoice authorised outlets or sales agents.

These **Warranty Terms and Conditions** are provided by TeleChoice irrespective of:

- a) the identity of the manufacturer of the handset;
 - b) whether or not the manufacturer has provided its own warranties or product support in relation to the handset.
1. All refurbished handsets purchased from TeleChoice come with a 12 month Australian standard warranty for the handset and an additional 12 month warranty is available for handsets connected via a TeleChoice mobile 24 month handset repayment option at the time of supply of the handset. A maximum 24 month warranty is offered to these contracted handset plans.
 2. In the event your battery is found to be defective in material or workmanship (and not merely discharged/flat) within the first 6 months of purchasing a refurbished handset, TeleChoice will replace your battery at a reduced cost of \$25.00.
 3. Subject to the terms and conditions set out below, TeleChoice agrees to repair or replace refurbished handsets which it supplied to you at its own cost, in circumstances where the handset does not perform in accordance with the product specifications during:
 - 3.1. the TeleChoice refurbished handset warranty period of 12 months; or
 - 3.2. the TeleChoice refurbished handset extended warranty period for handsets provided as part of a 24 month plan.
 4. The commencement date of the warranty will be determined by the date on the sales receipt or, alternatively, the date you take delivery of the handset. Where there is no proof of delivery, this date will be assumed to be 3 business days from the date the handset is dispatched.
 5. Proof of purchase (invoice or paid order confirmation) must be provided when requesting service under these **Warranty Terms and Conditions**.
 6. TeleChoice requires any customer requesting service under these **Warranty Terms and Conditions** to comply with directions from TeleChoice staff in relation to troubleshooting any issue and facilitating any repair or replacement.
 7. For purchases made from www.telechoice.com.au, it is your responsibility to inspect all goods received upon arrival. In instances where goods have been damaged in transit, you must report this to TeleChoice Customer Service within 3 days of receipt of the handset. Failure to report physical damage on arrival within 3 days of receipt may result in denial of warranty for physical damage.
 8. TeleChoice reserves the right to replace the handset or relevant part thereof with the same or equivalent handset or part, rather than repair it. Where a replacement is provided, TeleChoice will determine, in its sole discretion, the closest handset within the then current range of handsets offered by TeleChoice with which to replace the faulty or damaged handset. The replacement handset may differ with the replaced handset in size and specifications. TeleChoice may replace parts with refurbished parts. Replacement of the handset or a part of the handset does not extend or restart the time frames under these **Warranty Terms and Conditions**.
 9. If TeleChoice is unable to repair or replace the handset, you will be provided with a credit to be redeemed at www.telechoice.com.au or may be refunded the price of the handset (at TeleChoice's election). This credit or refund will be for the amount of the purchase price of the handset excluding the associated delivery cost.

In the event a replacement, refund, or store credit is provided under these **Warranty Terms and Conditions**, the faulty item will become the property of TeleChoice.

10. TeleChoice may request that you take the handset to the place of purchase or an authorised outlet for evaluation and coordination of the warranty repair process. Alternately, you may post the handset as directed by TeleChoice if TeleChoice specifically authorises you to do so in writing; in which case TeleChoice will refund the cost of the postage on provision of a scanned copy of the postage receipt by you. If TeleChoice deems it appropriate, TeleChoice may alternatively supply a pre-paid postage label for the handset to be returned via our chosen carrier to the authorised repair centre. In this situation TeleChoice will cover the cost of transport of the serviced handset to and from you.
11. These **Warranty Terms and Conditions** apply to handsets purchased from TeleChoice or its authorised outlets and do not apply to:
 - 11.1. consumable parts, such as batteries (outside of the 6 month period outlined in paragraph 2 above) or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
 - 11.2. cosmetic damage, to boxes, packaging or exterior surfaces (including during transit);
 - 11.3. damage caused by use with another product;
 - 11.4. damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause;
 - 11.5. damage caused by operating the handset outside any guidelines published for use;
 - 11.6. damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of TeleChoice;
 - 11.7. a handset that has been modified to alter functionality or capability without the written permission of TeleChoice, including but not limited to installation of custom firmware or other software;
 - 11.8. defects caused by normal wear and tear or otherwise due to the normal ageing of the handset;
 - 11.9. products identified with a serial number if any serial number has been removed or defaced from the handset;
 - 11.10. if the product is stolen or TeleChoice reasonably believes that the handset is stolen based on information provided by law enforcement authorities; or
 - 11.11. where proof of purchase (invoice or paid order confirmation) cannot be provided.
12. TeleChoice reserves the right to determine which authorised repair centre is the appropriate service location in any particular circumstance.

13. The handset will be at your risk while in transit to and from the TeleChoice authorised repair centre.
14. TeleChoice may seek reimbursement of any costs incurred by TeleChoice where the handset is found to be in good working order, or when it has been determined that these **Warranty Terms and Conditions** do not apply.
15. TeleChoice reserves reasonable discretion to determine whether any handset is or is not performing in accordance with TeleChoice's specifications, subject to applicable law.
16. These **Warranty Terms and Conditions** are transferrable to a new owner of a handset originally purchased from TeleChoice or its authorised outlets or sales agents, provided TeleChoice is informed by contacting TeleChoice Customer Service via LIVE CHAT at telechoice.com.au or by calling 1300 835 324 within 3 days of the date ownership is transferred.
17. TeleChoice is entitled to terminate the additional 12 month warranty in the event the TeleChoice mobile contract linked to the handset repayment option is terminated. For clarification, the additional 12 month warranty will remain in place for rate plan changes which continue for the prescribed contractual period and fulfil the handset repayment obligations as set out in the original contract.
18. To the full extent permitted by law:
 - 18.1. TeleChoice will not be liable for any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any media or any part of the handset, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.
 - 18.2. TeleChoice's aggregate liability in respect of all claims under these **Warranty Terms and Conditions** shall not exceed the original purchase price of the handset or, at TeleChoice's option, replacement of the handset with a like or similar handset.
 - 18.3. TeleChoice excludes all other warranties, conditions, terms, representations and undertakings whether express or implied.
19. TeleChoice makes no representations or warranty in relation to the existence, non-existence, validity, availability, terms or conditions of any other warranties or product support that may or may not be offered or provided by the manufacturer of the handset.
20. These **Warranty Terms and Conditions** are governed by and must be construed according to the law of the State of Victoria, Australia and the parties submit to the jurisdiction of the courts in that State.
21. TeleChoice refurbished handsets come with guarantees that cannot be excluded under the Australian Consumer Law. The warranties and support that we TeleChoice provides pursuant to these **Warranty Terms and Conditions** are in addition to the consumer warranties and guarantees under the Australian Consumer Law.

If you have any queries, please contact TeleChoice customer service by telephone on 1300 835 324 or via the LIVE CHAT facility at telechoice.com.au