



## DATASIGNS GENERAL WARRANTY STATEMENT

Product Category	Warranty Period
Datascign Arrow Board Sign	5 Years*
Datascign Variable Message Sign (VMS)	2 Years
Datascign Speed Advisory Trailer Sign (SATS)	2 Years
Datascign Portable Traffic Light (PTL)	2 Years
Datascign VMS Head Only	2 Years
LED Boards (component of VMS)	2 Years
Trailer (excluding running gear)	2 Years
RM32 Controller (component of VMS)	2 Years
On-board Batteries (all products)	12 Months
Houston Radar Products	12 Months
Spare Parts (excluding warranty service)	6 Months
Service (excluding warranty service)	6 Months

### Data Signs (Australia) Pty Ltd Guarantees and Warranties

*Data Signs Pty Ltd is the leading manufacturer of solar powered portable traffic equipment and suppliers to the industry including councils, road authorities, and construction and hire companies. Our products set the industry benchmark for reliability, intuitive use and ease of operation. All products are designed, developed, manufactured by and for, and supported by Data Signs Australia, ready for immediate use when delivered.*

## Summary of Australian statutory consumer (end-user) guarantees

Your consumer guarantee rights under Australian consumer law operate alongside, and in addition to your rights under the Data Signs 2-Year Standard Warranty offered on all Data Signs products, and 5-Year\* Limited Warranty offered specifically on Arrow Board Signs.

*\*Further details at the end of this document.*

### Consumer (end-user) guarantees applying to goods supplied

There are nine guarantees that apply, as summarised in Australian Consumer Law (ACL) – Consumer Guarantees (CG), as per the Competition and Consumer Act, 2010 (CCA):

1. Suppliers and manufacturers guarantee that goods are of acceptable quality when sold to a consumer – see ACL page 13 CG
2. A supplier guarantees that goods will be reasonably fit for any purpose the consumer or supplier specified – see ACL page 14 CG
3. Suppliers and manufacturers guarantee that the description of goods when quoted or advertised is accurate – see ACL page 15 CG
4. A supplier guarantees that goods will match any sample or demonstration model and any description provided – see ACL page 15 CG
5. Suppliers and manufacturers guarantee that the goods will satisfy any extra promises made about them (additional warranties) – see ACL page 16 CG
6. A supplier guarantees they have the right to sell the goods (clear title), unless they alert the consumer (end-user) before the sale that they had 'limited title' – see ACL page 17 CG
7. A supplier guarantees that no one will try to repossess or take back goods, or prevent the consumer using the goods, except in certain circumstances – see undisturbed possession ACL page 17 CG
8. A supplier guarantees that goods are free of any hidden securities or charges and will remain so, except in certain circumstances – see ACL page 17 CG
9. Manufacturers or importers guarantee they will take reasonable steps to provide spare parts and repair facilities for a reasonable time after purchase – see ACL page 17 CG

#### **Additional ACL references:**

##### **Fit for any specified purpose / Purpose specified by the supplier**

A supplier guarantees that goods will be reasonably fit for any purpose that they told the consumer (end-user) the goods would be fit for.

##### **Goods bought directly from the manufacturer**

Manufacturers and importers act as suppliers when they sell goods directly to consumers (end-users), and have the same responsibilities under consumer guarantees.

## Proof of Purchase

The best proof of purchase is a tax invoice or receipt, and customers (end-users) are strongly advised to obtain one and keep it, along with the official 'purchase order' supplied to the manufacturer or seller. Also VIN, serial or production numbers linked with the purchase on the supplier's or manufacturer's database can provide additional support.

*Proof of purchase may be required when making a claim under any Data Signs warranty.*

## What you must do to obtain Warranty Service in Australia?

Data Signs products, parts or equipment requiring warranty service must be taken to a Data Signs service centre or authorised service agent. This is what we term '*back to base warranty*'. Go to the '*contact us*' page at [www.datasigns.com.au](http://www.datasigns.com.au) to find your nearest Data Signs service centre or authorised service agent. Present your purchase invoice / receipt and Data Signs will conduct or arrange an inspection by an authorised service centre or service agent. In the case where an inspection reveals no warranty eligible defect, Data Signs reserves the right to charge you for the inspection. Data Signs also reserves the right to charge you for parts, labour and ancillary cost associated with rectification work, if the fault is not as a result of a manufacturing defect. You will be notified if your product is found to be ineligible for warranty repair.

## What is covered?

The warranty covers all defects in materials or workmanship for the duration of the product warranty and is in addition to the protection conferred by law. We will pay all labour and material costs for items covered under this warranty, provided the repairs are carried out with our approval by a Data Signs service centre or authorised service agent. Data Signs will, at its option, repair or replace the product covered by this warranty which becomes defective, malfunctions or otherwise fails to conform within this warranty, under normal use and service during the term of this warranty, without charge for labour or materials. Go to the '*warranty*' page at [www.datasigns.com.au](http://www.datasigns.com.au) for company warranty statement(s).

## What is not covered?

**However, our warranty excludes the follow:**

- ✓ Products purchased from someone other than Data Signs (Australia) or an authorised re-seller or agent of Data Signs.
- ✓ Failure due to product not used in accordance with instructions contained in the 'Operations and Maintenance' manual or 'Users-Manual'.
- ✓ Failure or damage due to operation outside of product specifications.
- ✓ Damaged caused by fluctuations in the electrical current when recharging from mains power.
- ✓ Damage resulting from repairs, or attempt to repair, by someone other than Data Signs service centre or authorised Data Signs service agent.
- ✓ Damaged caused by traffic accident, negligence, misuse, vandalism or improper operation.

- ✓ Any product where the serial number has been altered, defaced, modified or removed.
- ✓ The replacement of parts necessitated by normal wear and tear, and any periodic maintenance.
- ✓ Damage or loss of product during shipments (all claims relating to freight and shipment damage should be presented directly to the carrier).
- ✓ Evidence of alteration, erasing or forgery of 'proof of purchase' documents.
- ✓ Equipment hire-fees for replacement products.
- ✓ When 'transfer of title' has not occurred, due to 'terms of settlement' (payment) not being met.
- ✓ When modifications are made to product, i.e. arc-welding, third-party Controller.

## **\*Warranty specific to Data Sign Arrow Board Signs**

Data Signs (Australia) Pty Ltd offers 5-Year\* Limited Warranty on LED aspect based flashing arrow signs, manufactured exclusively by Data Signs Pty Ltd. Each individual aspect has 5-Year Warranty, on-board batteries have 1-Year Warranty and all other components have 2-Year Warranty. Trailer tyres are EXCLUDED from any warranty offer by Data Signs.

### **References:**

<b>CG</b>	Consumer Guarantees (document copyright 2010)
<b>ACL</b>	Australian Consumer Law
<b>ACCC</b>	Australian Competition and Consumer Commission
<b>CCA</b>	Competition and Consumer Act (2010)

### **Australian Competition and Consumer Commission**

GPO Box 3131  
Canberra, ACT 2601  
1300 302 502  
[www.accc.gov.au](http://www.accc.gov.au)

### **Data Signs (Australia) PTY LTD**

5 Grace Court  
Sunshine West, VIC 3020  
1300 850 785  
[www.datasigns.com.au](http://www.datasigns.com.au)