

**1) Definitions and general terms & conditions.**

- a) The products sold by PROSCAN to The Customer are hereinafter called "the goods".
- b) Failure by PROSCAN to enforce at any time any part of these terms shall not be construed to be a waiver of PROSCAN's right to enforce these terms.
- c) These terms shall be construed in accordance with the Law of the State of New South Wales.
- d) Terms and conditions contained in any purchase order or other writing of The Customer and which differ from these terms and conditions are not binding upon PROSCAN unless specifically accepted in writing by PROSCAN.
- e) The word 'consumer' has the meaning defined in Australian Consumer Law.
- f) Please note "consumer goods" and "professional goods" may not benefit from the same level of guarantees.

**2) Transport & passing of risk.**

- a) PROSCAN's terms are ex-works.
- b) If The Customer indicated on its purchase order its acceptance to pay PROSCAN for freight charges, PROSCAN will be responsible for damage caused to the goods up to the moment these goods are on board the delivery vehicle at the delivery address indicated by The Customer on its purchase order. Claims from The Customer relating to transport damage must be made before The Customer forwards the goods to any third party or to any other location, and in any case within 72 hours from receipt of the goods by The Customer.
- c) If The Customer did not indicate on its purchase order its acceptance to pay PROSCAN for freight charges, insurance will be the responsibility of The Customer, who will be liable for loss or damage to the goods from the time the goods leave PROSCAN's premises.

**3) Goods returns for conditional refund.**

- a) Goods may be returned to PROSCAN for a limited refund under certain circumstances, such as:
  - i) The wrong goods were ordered.
  - ii) A reseller having ordered goods for sale to a consumer who cancelled the order prior to delivery.
  - iii) The goods fail to meet The Customer's reasonable expectations, providing the intended use of the product was consistent with the specifications published by PROSCAN and available from [www.proscan.com.au](http://www.proscan.com.au) (refer to section 7. below), and also providing PROSCAN was given an opportunity to address The Customer's concerns. This clause iii) doesn't apply if The Customer had obtained express written warranties from Proscan as to the fitness for purpose of the product (in which case refer to sec. 4.).
- b) Under the above stated circumstances The Customer will have a period of 14 days from receipt of the goods to return them for credit. Any goods returned should be returned by The Customer to PROSCAN by freight prepaid and insured. Software which is serialised or supplied in a sealed envelope or which is subject to activation may only be returned subject to prior

agreement from the software vendor once registered, opened or activated. Upon receipt of the goods, PROSCAN will credit The Customer's account, less any expenses incurred to return the goods to their original condition, less any cartage paid by PROSCAN, less any loss of market value of the goods.

- c) After expiration of that 14 day period from receipt of the goods, The Customer will have no option to return the goods for credit and payment will be due to PROSCAN irrespective of any other considerations.
- d) PROSCAN will not accept to pay for cartage on goods returned from The Customer to PROSCAN unless specifically agreed in writing by a manager of PROSCAN.

**4) Goods returns for refund; statutory guarantees.**

- a) If The Customer had obtained express warranties in writing from Proscan as to the fitness for purpose of the product, he may return the unfit goods for a full refund providing PROSCAN was given an opportunity to address The Customer's concerns.
- b) 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.

**5) Pricing.**

- a) Errors and omissions are excluded. Prices are subject to change without notice. If you need a price valid up to 14 days or more, please obtain a written confirmation first.

**6) Limited liability.**

- a) To the extent permitted by law PROSCAN shall not be under any liability (contractual, tortious or otherwise) to The Customer in respect of any loss or damage (including, without limitation, consequential loss or damage) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or services pursuant to these terms or the act, failure or omission of PROSCAN.
- b) The liability of PROSCAN for any breach of such term shall be limited, at the option of PROSCAN, to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and if the breach relates to services the supplying of the services again; or the payment of the cost of having the services supplied again.
- c) Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or the exercise of or liability under such term, such term shall be deemed to be included in these terms.

## 7) Product specifications.

- a) Product specifications, bundled accessories and software may vary from country to country, and will also vary from time to time. Please check [www.proscan.com.au](http://www.proscan.com.au) and our latest price list for specifications, bundled accessories and software. PROSCAN cannot be held responsible for information contained on other companies' web site or literature.
- b) The fact a given hardware product is listed as supported on a given operating system does not mean that all the bundled software is also compatible.
- c) Information printed on the packaging will only be applicable if The Customer was able to see the packaging prior to purchase.

## 8) Additional warranty information, technical support and return procedures.

- a) This section is intended to provide additional details on warranty, support procedures and limitations. It also lists benefits which are in addition of Australian Consumer Law. It does not replace the terms included with each product as warranty terms specific to that product may also apply as stated in the manufacturer's warranty.
- b) Assistance regarding the first installation of a product is free. For scanner & bundled software sales, this assistance includes what it takes to get the product up and running. Assistance regarding subsequent installations is charged.
- c) When a hardware product includes a suite of bundled software, we will offer free initial assistance on the main software application pertinent to the use of the hardware (e.g. Avison or Fujitsu branded capture software and drivers, ExactScan software). We cannot offer free support on all the add-on applications which may be bundled at no extra charge with a product (e.g. Nuance Paperport, Adobe Acrobat, 3rd party OCR software, etc...). For those you may need to contact the manufacturer of that software, who may not offer free support.
- d) Unless otherwise stated in writing, warranties are for a period of 12 months from date of purchase, on a return-to-base (RTB) basis, with most RTB products being serviced in Sydney.
- e) For products imported by PROSCAN, RTB means you have to pay for freight and insurance to return it to the service centre; PROSCAN then pays for freight and insurance (conditions apply – see below) to return it to an address in Australia's mainland.
- f) If a product was sent back to PROSCAN for repair in poor packaging deemed to represent a high risk of transport damage, then PROSCAN may ask you to either:
  - Sign a release authority stating that you accept responsibility for eventual transport damage on the return of the goods to you.
  - Cover the cost of replacement original packaging.
  - Cover the cost of having the goods professionally packaged (e.g. by Pack&Send).
- g) When the warranty is stated as on-site (OS) or OSPD (on-site pick-up and delivery) in our price list, please check at time of order that this covers your suburb. Specific terms or limitations usually apply to on-site warranties. As those vary brand by brand, or even product by product, please obtain written details about those policies prior to purchasing an extended warranty.

- h) Additional terms apply to repairs as stated on our repair order form. Such terms are, to the extent that they are not inconsistent with these terms, incorporated into these terms.
- i) Prior to returning any product, please contact us to obtain a Return Authorisation and the return address.
- j) For some products, priority support contracts or maintenance contracts may be available as an option to offer a faster turn-around time than the normal service level applicable to that product. Some of these optional contracts also offer a loan unit should the repair exceed a certain time. In the absence of a specific priority support contract or maintenance contract, products will be serviced within the applicable PROSCAN service level applicable to that product.
- k) For products imported by PROSCAN, normal service levels for warranty repairs at our service centre are 7 working days from receipt by PROSCAN for products under \$1000 and 3 working days for products \$1000 and above. Should the product not be serviced within the applicable PROSCAN service level, PROSCAN will extend your product warranty by the number of days it took PROSCAN to service it.
- l) For products not imported by Proscan (e.g. Fujitsu scanners), please also refer to the manufacturer's warranty terms as supplied with the goods or visible on their web site. Such terms are, to the extent that they are not inconsistent with these terms, incorporated into these terms.
- m) Items needing repair or replacement due to normal wear and tear, dirt, foreign objects, pests, liquids, power surges or misuse of the product are not covered.
- n) Limitations may apply when using a product in excess of its normal duty cycle. The duty cycle in indicated on [www.proscan.com.au](http://www.proscan.com.au) on the corresponding product page.
- o) Please note some items are considered consumables and are not covered by the normal product warranty. For scanners, this includes belts, rollers, film holders and pads.
- p) Scanners normally require regular basic cleaning by the user. This will vary according to usage and the type of documents used. Please refer to the product manual or contact us for advice if in doubt.
- q) For scanners we recommend you keep the packaging! Scanners are fragile as they contain glass and mirrors.

## 9) Contact details

PROSCAN Australia Pty Ltd  
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AUSTRALIA  
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