

Manufacturer's Limited Warranty

NOTE! This Manufacturer's Limited Warranty is applicable only to authentic NETGEAR® products sold through authorised Spark channels in New Zealand, and is in addition to, and does not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products. By using this product, you agree to the following provisions which contain limitations on warranties and liabilities, and on your remedies.

If you are the owner of this NETGEAR product, NETGEAR provides you with a personal warranty that, during the applicable warranty period set out below: (a) the supplier has a right to sell the goods; (b) the consumer has the right to undisturbed possession of goods; (c) goods are free from undisclosed securities, charges or encumbrances; (d) goods are of an acceptable quality; (e) goods are reasonably fit for the purpose disclosed to the consumer; (f) supplied goods correspond with their description i.e. in catalogues; (g) supplied goods correspond with any sample or demonstration model; (h) the manufacturer of goods will ensure that repairs and spare parts are reasonably available, and will comply with express warranties; and (i) any express warranties (extra promises) made about the goods by the Manufacturer will be complied with;

If NETGEAR determines that the product returned by you is covered by this Manufacturer's Limited Warranty and is not excluded by "What is not covered?" (below), NETGEAR shall, at its expense, either: (1)(a) repair the product or replace the product with a new or a rebuilt unit (which may use refurbished parts of similar quality and functionality); (b) ship the repaired or replaced unit back to you; and (c) warrant the repaired or replaced product for a reasonable period; or (2) refund money paid for the product. NETGEAR has the discretion as to whether repair, replacement or refund is provided. Warranty procedures specific to NETGEAR software may be set out in the End-User License Agreement which governs use of the software and, if so, such procedures shall govern for the software over those set out in this section.

Warranty Period

The warranty period starts on the date of purchase and ends twelve (12) months later for the original battery and twenty-four (24) months later for the remainder of the product, or such other period required by applicable law. For the purposes of this Manufacturer's Limited Warranty, the date of purchase is the date indicated on the original bill of sale or receipted invoice for the product from the vendor from which you acquired this product or, if neither of these is available, the date indicated on the product activation certificate from such vendor.

How to get warranty service

During the applicable warranty period, if you wish to return a defective product you may contact NETGEAR by visiting www.netgear.com/support/product/AC800S_Spark.aspx or contact any of your local Spark stores.

What is not covered?

This Manufacturer's Limited Warranty does not cover product issues:

- a) caused by you using it in a way that was unreasonable or unintended;
- b) with a product that is returned after the applicable warranty period set out above has expired;
- c) caused by the product being installed other than per the product's installation guidelines;
- d) resulting from the product being maintained, altered or modified, opened or repaired, other than by NETGEAR or by a NETGEAR authorized service center;
- e) resulting from the product being used outside of its published maximum ratings or with hardware that is electrically or mechanically incompatible;
- f) with a product on which the serial number has been altered, removed or rendered illegible;
- g) resulting from the product being physically damaged, other than by NETGEAR or a NETGEAR authorised service centre; or
- h) relating to signal reception problems, unless caused by a defect in the product (including in design, materials or workmanship).

In addition, this Manufacturer's Limited Warranty does not cover: (a) the cost of installation, removal or reinstallation of the product, or the cost of shipping the defective product to NETGEAR; (b) accidents, failure to follow instructions, use outside the scope of any other provided documentation (e.g., user guide, installation guide, quick start guide), misuse, abuse, neglect, fire, flood or acts of God; (c) technical assistance to install and operate the product; or (d) any warranties provided to you by the vendor from which you acquired this product.

Subject to any rights and remedies that you may have under the New Zealand Consumer Law or other applicable laws, for any defective product that is not covered by this Manufacturer's Limited Warranty, you must pay NETGEAR for all reasonable parts, labour and shipping charges incurred by NETGEAR to repair or replace the defective product..

Limitation of NETGEAR's Liability

TO THE EXTENT YOUR PRODUCT CONTAINS A MINOR DEFECT YOUR REMEDY UNDER THIS MANUFACTURER'S LIMITED WARRANTY IS TO OBTAIN A REFUND OF THE AFFECTED PRODUCT OR REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. THE MANUFACTURER HAS THE DISCRETION AS TO WHICH REMEDY APPLIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE DESCRIBED IN THIS MANUFACTURER'S LIMITED WARRANTY, NETGEAR EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW NETGEAR, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, SHALL NOT BE LIABLE FOR INJURY TO PERSONS OR PROPERTY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, CLAIMS AGAINST THEM BY THIRD PARTIES, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING THEORIES OF NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, OR DEFECTIVE PRODUCT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE PRODUCT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW THE TOTAL LIABILITY OF NETGEAR FOR FAILURE TO FULFILL ITS WARRANTY OBLIGATIONS, AND OF NETGEAR, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, FOR ANY OTHER LIABILITY UNDER, OR IN CONNECTION WITH THIS PRODUCT, REGARDLESS OF THE NUMBER OF EVENTS, OCCURRENCES OR CLAIMS GIVING RISE TO LIABILITY, SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT.

Other Important Notices

Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the exclusions set out in this Manufacturer's Limited Warranty may not apply to you. Any provision of this Manufacturer's Limited Warranty which

is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this Manufacturer's Limited Warranty in that jurisdiction, without in any way invalidating the remaining provisions of this Manufacturer's Limited Warranty and any such unenforceability in that jurisdiction shall not make that provision unenforceable in any other jurisdiction.

This Manufacturer's Limited Warranty shall not be modified except by a document signed and made part of this Agreement by an authorized signing officer of NETGEAR. A waiver of any right, obligation or default shall only be effective if it is in writing and signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default will not be construed as a waiver of any subsequent or other right, obligation or default. The remedies of each party shall be cumulative and not exclusive. All notices shall be in writing, shall be signed by the party giving notice, and shall be effective on receipt. If a notice duly signed by the party giving notice is transmitted to the other party by facsimile or as a pdf attachment to an e-mail, the facsimile transmission or pdf attachment will be deemed an executed original of the notice and of such signature.

This Manufacturer's Limited Warranty is transferable. Transfer of this warranty does not extend the warranty period.

This Manufacturer's Limited Warranty constitutes the entire agreement between you and NETGEAR on the subject matter and supersedes any prior agreement or understanding, written or oral. Where used herein, "NETGEAR" shall mean NETGEAR, Inc. and its subsidiaries and affiliates.

Our goods come with guarantees that cannot be excluded under the New Zealand 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. The benefits under your warranty are in addition to other rights and remedies under the law in relation to the Product.

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