

Warranty

MCM Electronics Pty Ltd (ABN 89 003 036 806, located at unit 3 ,10 Abel street, Penrith, NSW, Australia), the Manufacturer, warrants that its NEVERalone® personal emergency location devices and associated equipment ("Products") will be free from defects in material and workmanship for a period of 24 months from the date of original purchase by the end user ("Warranty Period").

If a Product proves defective during the Warranty Period, the Purchaser must notify the Manufacturer promptly in writing or via the contact details provided below. The Purchaser may return the defective Product to the Manufacturer or an authorized service centre at their own expense for inspection. If the defect is confirmed and covered under this warranty, the Manufacturer will, at its option, repair the Product using new or refurbished parts, replace it with a new or refurbished equivalent Product, or (where applicable under Australian Consumer Law) provide a refund. Repairs or replacements will be provided free of charge for parts and labour, provided the Product has not been subjected to electrical or physical misuse, unauthorized modifications, accident, neglect, improper installation, or use contrary to the provided instructions or intended purpose.

The Manufacturer will reimburse reasonable return shipping costs if the claim is valid. For electronic repairs, please note that data stored on the Product may be lost during the repair process, and refurbished parts may be used. We recommend backing up any data before returning the Product.

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.

This warranty is in addition to, and does not limit, vary, or exclude your rights under the Australian Consumer Law (ACL) or other applicable laws. Consumer guarantees under the ACL apply automatically and may extend beyond the Warranty Period, depending on factors such as the price, quality, and expected durability of the Product. For example:

- If there is a major failure (e.g., the Product is unsafe, substantially unfit for purpose, or cannot be fixed in a reasonable time), you may choose a refund, replacement, or compensation for any drop in value.
- For minor failures, the Manufacturer will repair the Product free of charge within a reasonable time. If repair is not possible or timely, you may seek a replacement or refund.

The Purchaser's remedies under this warranty are limited to repair, replacement, or refund as described above, except where ACL requires otherwise. The Manufacturer shall not be liable for any indirect, consequential, or incidental damages (such as loss of data, business interruption, or personal injury not caused by the Manufacturer's negligence), except to the extent such liability cannot be excluded under ACL (e.g., for reasonably foreseeable loss or damage arising from a failure to meet consumer guarantees). The Manufacturer is not liable for failures due to external factors beyond its control, such as network outages, third-party emergency services response times, or environmental conditions affecting GPS/WiFi/Bluetooth functionality.

Important Disclaimers for Safety Devices:

- The NEVERalone® Product is designed to assist in emergency situations by providing fall detection, location tracking, and two-way communication but does not guarantee prevention of harm, timely response from emergency services, or uninterrupted operation. Users should not rely solely on the Product for safety and must follow all usage instructions.
- The Product collects personal information, including location data, to function effectively. This data is handled in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). For details on data collection, use, disclosure, security, access, and correction, please refer to our Privacy Policy available at neveralone.com.au/privacy.

No agent, employee, representative, or reseller of the Manufacturer is authorized to modify this warranty in any respect. Any modifications must be in writing and signed by an authorized officer of the Manufacturer.

To make a warranty claim:

1. Contact us on 0247 218067 or email sales@neveralone.com.au.
2. Provide proof of purchase, a description of the defect, and photos if possible.
3. We will respond within 5 business days and guide you on next steps.

Disputes: If you are unsatisfied with the handling of your claim, you may contact your local consumer protection agency or pursue remedies through relevant tribunals or courts.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or territory in Australia. For the most current version, visit neveralone.com.au/warranty.

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