

**Maxwell International Australia Pty Limited and
The Australian Consumer Law, (CCA, Cth. 2010) and YOU the Customer.**

The following materials define what you, as a customer, should do in the event that you believe there is a defect in an item purchased from an Authorised Maxwell International Australia Retailer, under The Australian Consumer Law, (hereinafter called The Law). This set of guarantee terms only refers to goods supplied to retailers who have purchased such goods from Maxwell International Australia Pty. Limited, (hereinafter referred to as MAXWELL), acting as the distributor in Australia for goods manufactured overseas by the respective brand owners listed below, or for services supplied by MAXWELL, such as repairs of goods or the replacement of goods found to be defective, supplied directly to you, or via your dealer. It applies to purchases made after 1st January 2012 in Australia.

It does NOT provide guarantees or rights to Consumers who have purchased goods from online vendors based overseas, or for goods purchased overseas while travelling, (except where an express worldwide warranty is offered where MAXWELL is the nominated warranty service provider) or by mail from overseas retailers. The Australian Consumer Law provides no protection for such overseas-sourced transactions to Australian Consumers.

This document covers your protection for goods bearing the following brand names, purchased in Australia from an Authorised Australian retail or online customer of MAXWELL.

Acme Made

Cokin

ExpoDisc

Honi

Joby

Lensbaby

Lowepro

Rogue

Tamron

Velbon

SUMMARY

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund from the original vendor or place of purchase, for a major failure and for compensation for any other reasonably foreseeable loss or damage from that supplier. 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. In many cases, in the interests of time and consumer satisfaction, the retailer may refer you to us for quick resolution.

Each item we supply differs in purpose and value. So the terms of the “guarantee” offered vary. Please read the various terms specifically laid out for each brand below, which are either by way of a hyperlink to other text, or a reproduction of the document accompanying the goods. At the end of this document, or contained is a set of instructions on how to proceed if you believe the goods to be defective under The Law. **Before doing anything else, contact Maxwell’s office for assistance.**

ACME MADE

<http://www.acmemade.com/Catalog/Global.aspx?PageID=CustomerReview>

COKIN

Cokin warrants that its products are free from manufacturing or materials defect for a period of ten (10) years from the date of purchase by the original consumer. Should any defect occur, other than fair wear or tear, scratches, or damage by fire or liquid, the goods should be returned to the retailer from whom the goods were purchased, who in turn will return them to the national distributor, Maxwell International Australia. MAXWELL reserves the right to inspect reportedly defective goods to

verify that the failure is within of the terms of the 10-year warranty. In the first instance the goods should be returned to the retailer from whom you purchased the goods. See Return instructions below.

EXPDISC AND ROGUE FLASHBENDER

Expolmaging, Inc. (Expolmaging), manufacturers of ExpoDisc and Rogue Flashbender, through its Australian distributor, Maxwell International Australia Pty Limited, warrants to the original retail purchaser that the products covered by this limited warranty statement conform to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of one (1) year from the date of original purchase. For warranty service, you will need to provide proof of original purchase, and the date of said purchase.

Should your Expolmaging product prove to be defective during the warranty period, please call Maxwell International Australia (MAXWELL) on **1300 882 517** for warranty repair instructions and return Authorisation. Alternatively contact info@maxwell.com.au by email. A MAXWELL representative will provide telephone or email diagnostic service to determine whether the product is defective. If goods are found to be faulty, MAXWELL will exchange the product without charge on receipt of the defective goods.

This warranty covers only normal use. This warranty is not transferable. MAXWELL is not responsible for warranty service should the product fail to be properly maintained or fail to function properly as a result of misuse, abuse, immersion in liquids, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flood, or service other than by MAXWELL or Expolmaging.

THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Some laws do not allow the exclusion of implied warranties. If these laws apply, then all expressed or implied warranties are limited to the warranty period identified above. Unless stated herein, any statement or representations made by any other persons or firm are void. Except as provided in this written warranty, MAXWELL shall not be liable for any loss, inconvenience, or damage, including direct, special, incidental or consequential damages, resulting from the use or inability to use the Expolmaging product, whether resulting from breach of warranty or any other legal theory, that might not have been reasonably foreseeable in connection with the purchase or use of the goods.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, such as The Australian Consumer Law. The Australian Consumer Law does not allow the exclusion or limitation of incidental or consequential damages that might reasonably have been foreseeable in connection with the goods. This warranty gives you special legal rights and you may have other rights, which vary from jurisdiction to jurisdiction.

HONL

Honl warrants that its goods are free from defect or faulty materials, for the life of the products in the hands of the original owner. Unless by way of fire, immersion in liquid, unreasonable abuse or other damage not related to manufacture, or through fair wear and tear in the normal course of use of the products, Honl will replace goods supplied, through its Australian distributor, Maxwell International Australia Pty Limited, on receipt of any allegedly defective goods. MAXWELL will inspect those goods, verify the defect condition and arrange a timely replacement to the original owner. In returning the goods to MAXWELL, the owner shall provide proof of purchase through an Australian Authorised dealer, and the date of purchase, and shall follow the processes described below.

JOBY

Joby warrants its goods to be free of defect from material or workmanship defect for a period of 12 months from the date of purchase, or such period as shall be deemed reasonable in connection to the purpose purchased or the value paid.

Through its Australian distributor Maxwell International Australia Pty Limited, goods purchased from an Authorised Australian Retailer and imported by MAXWELL that are found to be defective, will be replaced and returned to the Consumer.

Should your Joby product prove to be defective during the warranty period, please call Maxwell International Australia (MAXWELL) in Australia, on **1300 882 517** for warranty repair or replacement instructions and return Authorisation. Alternatively contact info@maxwell.com.au by email.

LENSBABY

Lensbaby LLC, through its Authorised Australian Distributor, Maxwell International Australia Pty. Limited, will replace or repair to the original owner any Lensbaby product found to be defective in materials or workmanship for up twelve (12) months after the date of purchase, or such other period as is deemed reasonable in connection with the supply of the goods. This warranty applies to goods imported into Australia by MAXWELL and sold by its Authorised Retail dealers.

To claim on warranty a proof of purchase containing the date and place of purchase should be supplied. See below for full return instructions.

LOWEPRO

<http://www.lovepro.com/support/warranty>

Supplied with all Lowe pro bags should be a small booklet that details the terms of this warranty. An example is illustrated below.

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To Our Customers

For over 40 years, Lowepro has designed and made some of the highest quality protective cases in the world. Quality and customer service are top priorities.

The Lowepro Warranty

What Does This Limited Consumer Warranty Cover? This limited consumer warranty covers any defects in material or workmanship in the new Lowepro product accompanied by this warranty statement. This warranty does not affect or modify any warranty provided by the Lowepro retailer nor does it affect any additional rights you may have under the laws of your jurisdiction.

How Long Does The Coverage Last? This warranty lasts as long as you, the original purchaser, own your Lowepro product.

What Does This Warranty Not Cover? This warranty does not cover damage caused by improper care, mishandling, misuse, alteration, or accidental damage; nor does it cover the natural breakdown of materials that occurs after extended use (i.e. zipper wear, fabric abrasion, etc.). In time, even a Lowepro bag will wear out!

Also, this warranty excludes all claims to any incidental or consequential loss to personal property. Some states, provinces and countries do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

What Do You Have To Do to Place a Warranty Claim? You will be required to submit your product to an authorized Lowepro representative for inspection to confirm the defect. Lowepro will not provide any coverage under this warranty statement unless your claim is in compliance with all of its terms. To request warranty service and obtain instructions on how to submit your product for inspection, you may either contact the dealer where you purchased your Lowepro product, go to www.lovepro.com/contact, call (800) 800-5693, extension 4273, or contact your local authorized distributor. A complete list of our authorized distributors is posted on our web site, <http://www.lovepro.com/where-to-buy>.

What Will Lowepro Do? After inspecting the product and confirming the defect, we will, at our discretion, either repair or replace your Lowepro product free of charge. If your product is no longer available, we will replace it with a similar product of equal value.

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À l'attention de nos clients

Depuis plus de 40 ans, Lowepro conçoit et fabrique des sacs de protection mondialement reconnus comme étant de très haute qualité. La qualité et le service client constituent nos priorités.

La Garantie Lowepro

Que couvre la présente Garantie Limitée Consommateur ? La présente garantie limitée consommateur couvre tout défaut de fabrication ou de matériaux du nouveau produit Lowepro auquel la présente garantie est jointe. La présente garantie n'affecte pas et ne modifie pas la garantie fournie par le détaillant Lowepro. Elle n'affecte pas, non plus les autres droits dont vous pouvez disposer en vertu des lois de votre pays.

Quelle est la durée de la garantie ? La présente garantie est valable tant que vous, c'est-à-dire l'acheteur initial, restez propriétaire du produit Lowepro.

Que ne couvre pas la présente Garantie ? La présente garantie exclut tout dommage résultant d'un défaut d'entretien, d'une négligence ou d'une utilisation négligente, d'une mauvaise utilisation, d'une altération ou d'un dommage accidentel. Elle exclut également l'usure normale des matériaux qui survient après une utilisation prolongée (par exemple l'usure des fermetures à glissière, des tissus, etc.). Même les sacs Lowepro durent avec le temps !

En outre, la présente garantie exclut toutes réclamations liées à un dommage incident ou consécutif causé à des biens personnels. Certains

www.lovepro.com

Lowepro bags and cases are provided with a Limited Lifetime Warranty in the hands of the original owner. Goods found to be faulty, and not subject to abusive or unreasonable wear and tear, not subject to immersion, fire or other physical damage not connected with manufacture or damage through shipping, will be repaired or replaced by MAXWELL.

Notwithstanding some exclusions stated within the written booklet, Australian Consumer Law specifically prevents limitations by a retailer, distributor or manufacturer of consequential loss for events or costs that might reasonably have been foreseeable in connection with the goods. Any matter that might NOT have been reasonably foreseeable is excluded.

In the first instance, you, the Australian Consumer, should return any defective merchandise to the Retail supplier of the goods trading in Australia. In turn contact should be made with MAXWELL on **1300 882 517** to arrange for the defective item to be returned to MAXWELL. After inspection to rule out causes other than defective materials or workmanship, MAXWELL will arrange the timely repair or replacement, bearing in mind period of ownership, condition of the goods, date since purchase and the like. Full instructions for the return process are listed at the end of this document.

TAMRON

Tamron goods are warranted by the manufacturer Tamron of Japan, to be free from defect of materials or workmanship for a period of one year from the date of purchase. In Australia, Tamron's Authorised Distributor, Maxwell International Australia Pty Limited, has added a further year of warranty, in recognition of the reasonable expectation of life that a consumer may have for a considered purchase of this value. Accompanying each lens imported by MAXWELL is a 2-Year Australian Warranty document, that provides a list of the name and address of the MAXWELL office to which defective goods should be returned, plus phone and fax numbers and email to contact in the first instance. Goods not imported by MAXWELL and purchased from overseas entities are subject to a contract with them, and are not subject to ACL protection.

If goods are found to be defective within a few days of purchase, MAXWELL recommends that you return them to the place of purchase, and arrange for a repair or replacement. It should be noted that lenses are precision optical instruments, containing numbers of electronic and mechanical components within. Tamron and MAXWELL reserve the right to inspect the goods prior to any exchange being made, to rule out impact damage that is not a defect caused in manufacture, materials or shipping but through use. Such damage is naturally not covered under warranty. Full details of exclusions are listed on the 2-Year Warranty card illustrated below.

2 YEAR AUSTRALIAN WARRANTY

TAMRON

New eyes for industry

Thank you for purchasing this Tamron lens. Tamron guarantee it to be free from defect in materials and/or workmanship for 24 months from date of purchase.

Should there be a problem requiring a warranty claim, the equipment should be returned to Maxwell International Australia with this completed warranty card, including serial number, proof of date and place of purchase (dealer's stamp or receipt) and a description of the defect claimed. Equipment found to be faulty in manufacture will be repaired or, at our discretion, replaced free of charge.

Tamron accepts no liability for any product returned if Tamron determines that a defect is caused by incorrect handling not explained in the manual, unauthorised repair, unsuitable storage, transport damage, tampering, normal wear, damage by shock (dropping), damage by water, damage by sand or dirt, use in extreme environments or conditions. This warranty does not cover product packaging, accessories, transport costs, materials, and loss of income as a result of product malfunction.

This warranty is valid only in Australia.

For technical support & service contact:

maxwell

INTERNATIONAL AUSTRALIA

ABN 28 121 735 153

Maxwell International Australia Pty Limited
Unit 6, 11-21 Underwood Road
Homebush NSW 2140

Ph: 1300 882 517
Fax: 1300 882 519
Email: support@maxwell.com.au
www.maxwell.com.au

VELBON

MAXWELL warrants Velbon tripods and accessories to be free from defect in materials or workmanship and suitable for the advertised support of cameras of the nominated weights listed on our brochures and website. A nominal warranty of 12 months is provided from the date of purchase, but subject to condition, any failure of the tripod for other than physical impact, water ingress, use in extreme environments, damage or abrasion by salt and/or sand, MAXWELL will support repairs under warranty beyond the initial 12-month period.

Full instructions can be found at the end of this document.

What your Retail Supplier should do to assist you with defective goods

If you return the goods to your retail supplier because of perceived defect, your retailer should make a cursory inspection of the fault described. If you ask them to retain the goods for repair or exchange, your Retailer should give you a receipt for the goods, listing the Description, Model number and Serial Number, make a copy of your proof of purchase from them, so that if they have to ship the goods back to us, all the required paper work is to hand. The retailer should then make contact with Maxwell International Australia.

Retailers should ring Maxwell's toll-free number: **1300 882 517** and ask for Warranty support personnel. Alternatively you can make a written enquiry by email to info@maxwell.com.au

Our administrative offices, the address for returns under warranty, - are located at:

**Maxwell International Australia Pty Limited,
Unit 6, 11-21 Underwood Road, HOMEBUSH, NSW 2140**

MAXWELL reserves the right to inspect all goods returned as defective to verify that a defect does exist that is caused by faulty materials or workmanship.

MAXWELL will supply your retail supplier with a RA (Return Authorisation) number which should be appended to their copy of the warranty claim docket and which must be clearly marked on the outside and inside of the returned package.

All reasonable care should be taken by the retailer to pack the returned goods to avoid subsequent freight damage.

Once received, MAXWELL is obligated under The Law to evaluate and rule on the status of the goods in a reasonable and prompt way, and get back to the retailer advising whether the goods will be repaired or replaced and to immediately start to do so. Where impact damage is assessed, MAXWELL will advise the Retailer and further discussions will then need to take place between the Retailer and the Consumer on how such damage occurred. Repairs for such damage are not warranty matters and are chargeable by MAXWELL.

MAXWELL will arrange to reimburse the retailer for freight costs incurred in returning warranty goods to MAXWELL. Repaired or replaced warranty goods will be shipped back by MAXWELL prepaid. Repaired non-warranty goods will be charged to the retailer who may on-charge this to the Consumer.

The Warranty period on the repaired or replaced goods shall not be less than the original unexpired warranty period offered for the goods when new. The Retail supplier should endorse the original bill of sale with the repair date, being the date the goods were handed over to the consumer after repair or replacement. A repair under warranty made at or beyond the original "reasonable" warranty date shall be given a 90-day warranty for work carried out.

What You The Consumer should do if returning defective goods to MAXWELL directly

In the first instance you should speak with your RETAIL supplier, namely the Australian retailer from whom you purchased goods you believe to be faulty in either workmanship or materials. If after the Retailer has made contact with MAXWELL on the contact numbers listed above, it is determined that the goods should be returned to MAXWELL, and cannot be replaced by the retailer because inspection is required by MAXWELL, they will arrange return for you and resolution

If you decide to work with Maxwell directly, you should do the following: First call MAXWELL! You will be advised what steps to take to arrange return, depending on where you are located.. Contact MAXWELL's support number at **1300 882 517**. This is a Toll free number from within Australia. If you are overseas and need assistance, contact **+61 2 8756 6400**. Alternatively email info@maxwell.com.au

You will be issued a Return Authorisation Number (RA). Maxwell will in most cases arrange a courier or make other freight arrangements. The RA number should be clearly marked on the outside of the package and inside with the goods, (though not on the original packaging please!) You should include a copy of proof and date of purchase, and the nature of the perceived defect. Please also retain a copy of this RA number so you can quote it when making enquiries.

Please clearly mark both inside and out your name and return address, a contact home and/or mobile phone number and current email address. All reasonable care should be taken to pack the returned goods to avoid subsequent freight damage. The goods should be insured while in transit. Depending on the individual claim some costs incurred by you may be refundable under the Australian Consumer Law. MAXWELL will reimburse you if we are handling the claim directly.

Goods should be dispatched to:

**Warranty Repairs, Maxwell International Australia Pty. Limited,
Unit 6, 11-21 Underwood Road, HOMEBUSH, NSW 2140**

MAXWELL reserves the right to inspect all goods returned as defective to verify that a defect does exist that is caused by faulty materials or workmanship and not for some other cause. Once received, MAXWELL is obligated under The Law to evaluate and rule on the status of the goods in a reasonable and prompt way, and get back to you advising whether the goods will be repaired or replaced and to immediately start to do so. Where impact damage is assessed, MAXWELL will advise you of our finding and we will discuss with you on how such damage occurred. Repairs for such damage are not warranty matters and are chargeable by MAXWELL.

Assuming a defect is found under warranty, MAXWELL will arrange to reimburse you for reasonable costs related to returning warranty goods to MAXWELL, if not via our courier, on receipt of details from you. Repaired or replaced warranty goods will be shipped back by MAXWELL prepaid. Repaired non-warranty goods will be charged to you and we reserve the right to obtain credit-card or other payment means prior to the dispatch back to you at your nominated address.

The Warranty period on the repaired or replaced goods shall not be less than the original unexpired warranty period offered for the goods when new. We will revalidate your warranty from the date the goods were returned after repair or replacement. A repair under warranty made at or beyond the original "reasonable" warranty date shall be given a 90-day warranty for work carried out by us, or our agents. ALL goods supplied by MAXWELL to our Authorised Australian Retailers are subject to the Australian Consumer Law, Section 90, Sub-Section 102 (c):

'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'

MAXWELL, at all times, endeavours to carry out the spirit and the letter of The Law when it comes to meeting the expectations of customers for the supply of goods suitable for the purpose of use, both Retail and Consumer alike. We trust that this document clarifies the various warranties that apply to the different brands we represent in Australia and what you should do in the rare event of a defect under warranty.

Enjoy your photography and digital lifestyle products!
For Maxwell International Australia Pty. Limited.

John Swainston
Managing Director.

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