

## COMPETITION AND CONSUMER ACT 2010

Undertaking to the Australian Competition and Consumer Commission given under section 87B of the *Competition and Consumer Act 2010* (Cth) by Belkin Limited (ABN 64 095 402 663).

### Person giving the Undertaking

1. This Undertaking is given to the Australian Competition and Consumer Commission (ACCC) by Belkin Limited (ABN 64 095 402 663) (Belkin) of Unit E, 2 Reliance Drive, Tuggerah NSW 2259, for the purposes of section 87B of the *Competition and Consumer Act 2010* (Cth) (CCA).

### Background

2. Belkin is:
  - (a) an unlisted Australian public company duly incorporated pursuant to the *Corporations Act 2001* (Cth) and registered in New South Wales; and
  - (b) a wholly-owned subsidiary of Belkin International, Inc., a private company incorporated in Delaware, United States with corporate headquarters in Playa Vista, California and offices internationally.
3. Belkin designs, manufactures, distributes and retails consumer electronic products throughout Australia. Belkin's product range in Australia includes network connection devices, such as routers and adapters, and computer, tablet and mobile phone accessories, such as USB chargers, keyboards and protective cases. Belkin supplies these products online and through prominent Australian retailers under well-known brands such as Belkin, Linksys and WeMo.

### Australian Consumer Law

4. The Australian Consumer Law (ACL) is set out in Schedule 2 to the CCA.
5. Section 18 of the ACL provides that a person must not, in trade or commerce, engage in conduct that is misleading or deceptive or that is likely to mislead or deceive.
6. Section 29(1)(m) of the ACL provides, among other things, that a person must not, in trade or commerce, in connection with the supply or possibly supply of goods or services make a false or misleading representation concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy.
7. Section 102 of the ACL provides, among other things, that a person must not, in connection with the supply, in trade or commerce, of goods or services to a consumer, give to the consumer a document that evidences a warranty against defects that does not comply with the prescribed requirements.
8. Regulation 90 of the *Competition and Consumer Regulations 2010* (Cth) (Regulations) prescribes requirements for the purposes of section 102 of the ACL. The following text is required to be included in any warranty against defects:

*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. (Prescribed Text)*

### ACCC concerns generally

9. The ACCC receives a number of complaints each year relating to manufacturers' warranties across industries and consumer guarantee rights.
10. This has led the ACCC to identify as a priority conduct in relation to manufacturers' warranties and statutory consumer guarantees, to ensure that consumers are aware of their rights.

### **Conduct of concern**

11. At various times during the 12-month period to about July 2017 (**Relevant Period**), Belkin:
  - (a) supplied more than 130 types of products in Australia with a manufacturer's warranty expressed as either a 'lifetime warranty' or 'limited lifetime warranty' on or in the product packaging, or on the Belkin Australian website (belkin.com.au) (**Lifetime Warranty Products**);
  - (b) provided information on its website in relation to at least some of the Lifetime Warranty Products stating that 'When we say "lifetime warranty", we are referring to the life of the product... We have determined that the reasonable life span of this product is 5 years from the date of your purchase of the product' (**5 Year Limitation Statement**);
  - (c) applied to Belkin products supplied with a 'lifetime warranty' or 'limited lifetime warranty' a policy of repairing or replacing the product pursuant to the warranty only within 5 years of the date of purchase of the product; and
  - (d) in certain cases, the Lifetime Warranty Products did not contain (among other things) details of how to make a warranty claim and the Prescribed Text.
12. Examples of the product packaging of Lifetime Warranty Products supplied in Australia by Belkin are contained in **Annexure A** and a copy of the 5 Year Limitation Statement on Belkin's website is contained at **Annexure B**.
13. The ACCC considers that:
  - (a) by supplying the Lifetime Warranty Products with product packaging referring to a 'lifetime warranty' or 'limited lifetime warranty', Belkin represented that the products' warranty would apply for the lifetime of the purchaser or at least an indeterminate period that a consumer may reasonably have considered was greater than 5 years (**Lifetime Warranty Representation**);
  - (b) Belkin made the Lifetime Warranty Representation in circumstances where Belkin had a policy of repairing or replacing a product pursuant to the warranty only within 5 years of the date of purchase of the product; and
  - (c) Belkin supplied during the Relevant Period some Lifetime Warranty Products which did not contain all the requirements applicable to warranties against defects prescribed by regulation 90 of the Regulations.

### **Application of the CCA**

14. The ACCC considers that, by reason of the conduct described in paragraphs 11 to 13 above, Belkin:
  - (a) engaged in misleading or deceptive conduct in contravention of section 18 of the ACL;
  - (b) made false or misleading representations concerning the effect of a condition, warranty, guarantee, right or remedy in contravention of section 29(1)(m) of the ACL; and
  - (c) engaged in conduct in contravention of section 102 of the ACL.
15. Belkin acknowledges that:
  - (a) its conduct described in paragraphs 11 and 12 above may have contravened sections 18 and 29(1)(m) of the ACL; and
  - (b) its conduct described in paragraphs 11 and 12 above was likely to have contravened section 102 of the ACL in respect of some Lifetime Warranty Products.

### **Belkin's response**

16. Belkin:
  - (a) has cooperated with the ACCC's investigation, including by providing relevant information and making available to the ACCC senior Belkin staff;

- (b) has worked with the ACCC to resolve its concerns; and
  - (c) is prepared to publicly commit by way of this Undertaking to take the measures outlined in paragraphs 20 to 29 below.
17. In response to the ACCC's concerns, Belkin has:
- (a) used its best endeavours to ensure that no further Lifetime Warranty Products received in its Australian warehouses after the Relevant Period entered the retail channel for distribution to consumers allowing such products to be subject to the remedial steps in this Undertaking;
  - (b) implemented a policy to honour the warranty provided with its Lifetime Warranty Products for the lifetime of the original end-user purchaser, with proof of purchase. To give effect to this decision, Belkin has informed relevant parties in its supply chain of this, including its merchandisers and retail customers;
  - (c) removed the 5-Year Limitation Statement from its Australian website (belkin.com.au); and
  - (d) included the Prescribed Text on relevant pages of its Australian website.

#### **Commencement of this Undertaking**

18. This Undertaking comes into effect when this Undertaking is executed by Belkin and accepted by the ACCC (the **Commencement Date**).

#### **Undertaking**

19. Belkin provides the undertakings in paragraphs 20 to 29 for the purposes of section 87B of the CCA.
20. For a period of three years from the date of this Undertaking coming into effect, Belkin will not in Australia make a representation that a Belkin product is supplied with a 'lifetime warranty' or a 'limited lifetime warranty', unless the warranty is honoured for the lifetime of the original end-user purchaser.
21. For a period of three years from the date of this Undertaking coming into effect, Belkin will in Australia honour the warranty provided with its Lifetime Warranty Products for the lifetime of the original end-user purchaser, with proof of purchase (**Warranty Commitment**), including by taking reasonable steps to:
- (a) within one week of this Undertaking coming into effect, ensure that the 5 Year Limitation Statement, or a statement to a similar effect, is not present on Belkin's Australian website (belkin.com.au);
  - (b) within one month of this Undertaking coming into effect, inform in writing its technical support staff and agents of its Warranty Commitment; and
  - (c) within two months of this Undertaking coming into effect, inform in writing its third party merchandisers and the management staff of retailers supplying Belkin products in Australia of this Warranty Commitment.
22. Subject to paragraphs 23 and 24, for a period of three years from the date of this Undertaking coming into effect, Belkin will not, in connection with the supply of its products to a consumer in Australia, give to the consumer any product with a 'lifetime warranty' or 'limited lifetime warranty' that does not comply with the requirements prescribed for the purposes of section 102(1) of the ACL.
23. By no later than 31 December 2017, Belkin will ensure that:
- (a) a sticker containing the applicable form of warranty terms identified at Annexure C is applied to the Lifetime Warranty Products that are in Belkin's Australian warehouses at the Commencement Date; and
  - (b) a sticker containing the applicable form of warranty terms identified at Annexure C is applied to Lifetime Warranty Products that enter Australian warehouses on or after the

Commencement Date, before those Lifetime Warranty Products are distributed into retail channel.

24. By no later than 31 May 2018, Belkin will use its best endeavours to ensure that:
- (a) a sticker containing the applicable form of warranty terms identified at Annexure C is applied to Lifetime Warranty Products that are in retail channel at the Commencement Date; and
  - (b) warranty documentation that is compliant with Regulation 90 is included with all product types that are in retail channel at the Commencement Date.

#### *Belkin's Commitment to Compliance*

25. Belkin has in place an internal compliance program designed to educate Belkin staff about Belkin's legal obligations, including Belkin's obligations under the Australian Consumer Law.
26. Belkin undertakes that it will establish and implement at its own expense a specific Australian Consumer Law compliance program (**Compliance Program**) which includes the measures set out in Annexure D.
27. Belkin undertakes that it will, within one month from the date of this Undertaking coming into effect, publish or cause to be published for a period of 90 consecutive days a notice in the form of Annexure E to this Undertaking, which will be accessible via a link entitled 'Did you purchase a Belkin product before [date the Undertaking comes into effect] with a lifetime warranty or limited lifetime warranty? Click here for more information' and contained in the top third of:
- (a) Belkin's Australian website homepage at <http://www.belkin.com.au>; and
  - (b) Belkin's Australian website section regarding returns and claims at <https://www.belkin.com.au/support/returns>.
28. The corrective notice linked to the webpages referred to in paragraph 27 will be:
- (a) bordered by a black box;
  - (b) not displayed as a 'pop-up' or 'pop-under' window;
  - (c) crawlable (that is, its contents may be indexed by a search engine); and
  - (d) reasonably similar to the size prescribed in Annexure E.
29. Belkin undertakes that it will, within one month from the date of this Undertaking coming into effect, publish or cause to be published for a period of 3 years on its website at [www.belkin.com/au/warranties/](http://www.belkin.com/au/warranties/) a statement informing consumers of Lifetime Warranty Products that Belkin will honour the warranty for the lifetime of the original purchaser, subject to proof of purchase.

#### **General**

30. To the extent that the performance of any obligation on Belkin under this Undertaking may require a related body corporate of Belkin to take or refrain from taking some action, Belkin will use its best endeavours to procure that related body corporate to take or refrain from taking that action as the case may be.

#### **Acknowledgments**

31. Belkin acknowledges that:
- (a) the ACCC will make this Undertaking publicly available including by publishing it on the ACCC's public register of section 87B undertakings on its website;
  - (b) the ACCC may, from time to time, make public reference to this Undertaking including in news media statements and in ACCC publications; and
  - (c) this Undertaking in no way derogates from the rights and remedies available to any other person arising from the alleged conduct.

**Executed as an Undertaking**

**Executed by Belkin Limited ABN 64 095 402 663 pursuant to section 127(1) of the Corporations Act 2001 by:**



.....  
Signature of director

.....  
STEPHANIE OGDEN

Name of director (print)

Date 14 December 2017



.....  
Signature of a director/company secretary

.....  
NICOLE RINDAL

Name of director/company secretary (print)

Date 14 December 2017

**Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the Competition and Consumer Act 2010 (Cth) on:**

.....  
18/12/17

Date

and signed on behalf of the Commission:



.....  
Chairman

.....  
18/12/17

Date

Annexure A

**N300**  
Wi-Fi N  
Modem Router

Easy internet access for email  
and surfing the Web

**3**  
IDEAL FOR  
3 DEVICES

**2**  
RANGE UP TO  
2 ROOMS

ADSL2+  
MODEM ROUTER

LIFETIME WARRANTY

The advertisement features a black, oval-shaped modem router on a stand against a red-to-orange gradient background. The Belkin logo is in the top right. Three icons at the bottom left represent Wi-Fi, Ethernet, and a checkmark.

**N600 DB**  
Wi-Fi Dual-Band N+  
Router

High-speed connectivity for  
browsing and file sharing

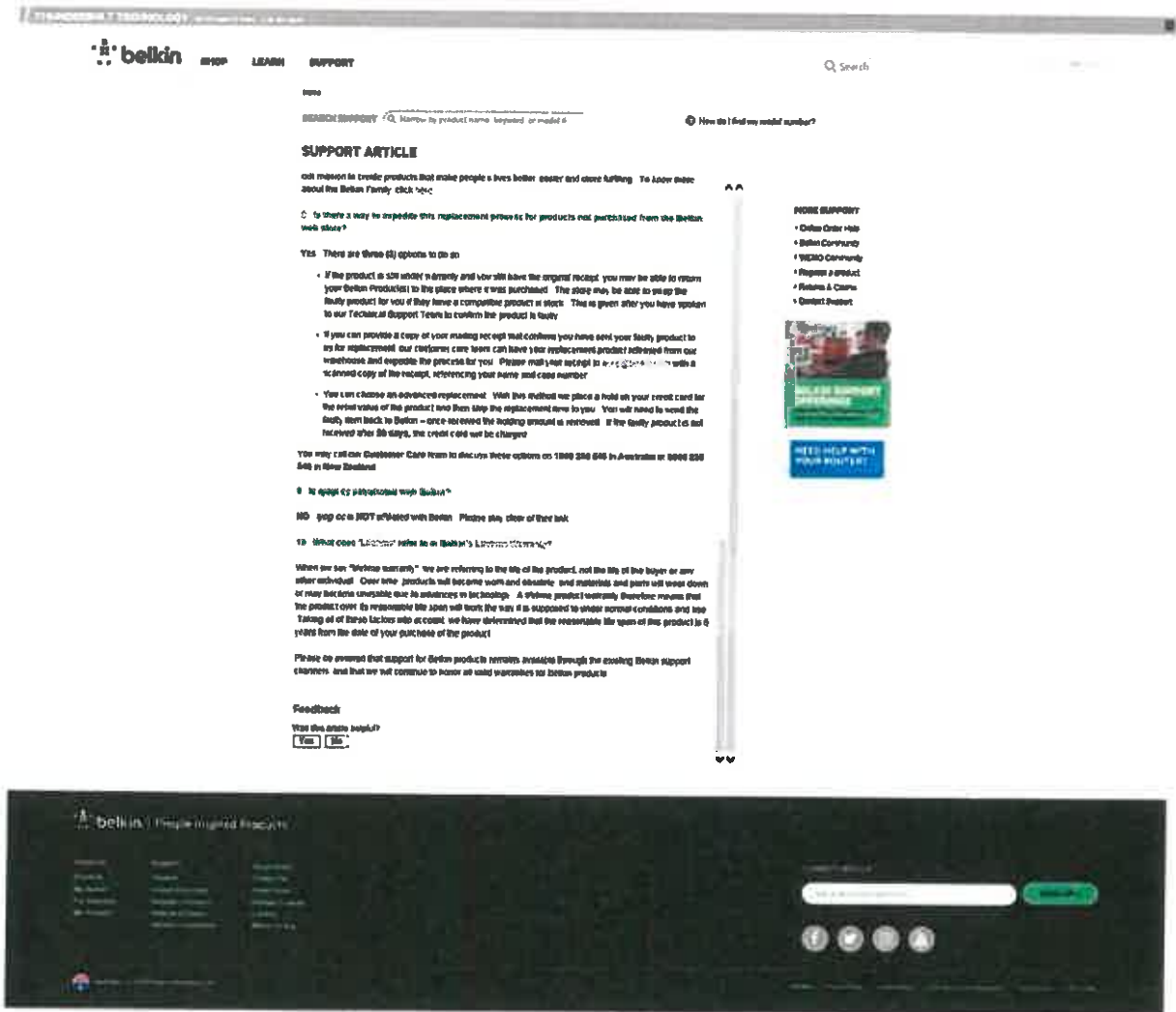
**5**  
IDEAL FOR  
5 DEVICES

**3**  
RANGE UP TO  
3 ROOMS

LIFETIME WARRANTY

The advertisement features a black, oval-shaped dual-band router on a stand against a dark red background. The Belkin logo is in the top right. A row of icons at the bottom left includes Wi-Fi, Ethernet, USB, a thumbs up, a checkmark, and the NBN logo.

## Annexure B



### 10. What does 'Lifetime' refer to in Belkin's Lifetime Warranty?

When we say "lifetime warranty", we are referring to the life of the product, not the life of the buyer or any other individual. Over time, products will become worn and obsolete, and materials and parts will wear down or may become unusable due to advances in technology. A lifetime product warranty therefore means that the product over its reasonable life span will work the way it is supposed to under normal conditions and use. Taking all of these factors into account, we have determined that the reasonable life span of this product is 6 years from the date of your purchase of the product.

Please be assured that support for Belkin products remains available through the existing Belkin support channels, and that we will continue to honor all valid warranties for Belkin products.



## AUSTRALIAN CONSUMER WARRANTY INFORMATION

See inside for details

**FREE WARRANTY AND SUPPORT INFORMATION IMPORTANT!**

**PLEASE RETAIN PROOF OF PURCHASE AND PRODUCT**

**FREE WARRANTY INFORMATION**

**LIFETIME WARRANTY (Australia)**

This free warranty is provided to you by Belkin Limited (ABN: 64 095 402 663), an Australian corporation and a wholly owned subsidiary of Belkin International, Inc., of Unit E, 2 Reliance Drive, Tuggerah NSW 2259, phone: +61 (0) 2 4350 4600; email: acce@belkin.com. ("Belkin").

**IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS**

The benefits we give in this manufacturer's warranty are **additional to** any rights and remedies that you may have under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws.

In Australia 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 manufacturer's warranty is not intended to:

- change or exclude any rights under consumer law that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold the Belkin product to you if that person has breached their sales contract with you.

**WHAT DOES THIS FREE WARRANTY COVER?**

**Product Warranty:** Belkin warrants that this Belkin product and any associated software media (i.e. media on which the product software is provided) will be free from defects in materials and workmanship under normal use during the Warranty Period as defined below (Product Warranty). This means that the product won't be faulty, and that

<p>it will look and work as advertised, during the Warranty Period.</p> <p><b>Who is covered under this warranty?</b> Only original end-user purchasers of the product purchased within Australia are covered.</p> <p><b>How long is the product warranted?</b></p> <p>The Warranty Period begins on the date the product was purchased by the original end-user purchaser and lasts for the lifetime of the original end-user purchaser (Warranty Period).</p> <p>A claim under this warranty is only eligible if it is made within the Warranty Period.</p> <p><b>What isn't covered by the Product Warranty?</b></p> <p>Belkin does not give any warranty:</p> <ul style="list-style-type: none"> <li>• for the connected equipment (which is equipment connected through the product to a power source);</li> <li>• for any services associated with the connected equipment, or any remedies offered or provided by the manufacturer of the connected equipment;</li> <li>• in relation to software or services, provided by Belkin</li> </ul>	<p>or any third party, included in or with the product other than the warranty for software media described above in this warranty:</p> <ul style="list-style-type: none"> <li>• that the product, software or services will always operate uninterrupted or error free;</li> <li>• that the product, software or services, or any equipment, system or network on which the product, software or services are used are 100% secure and cannot be hacked; or</li> <li>• that a third-party service the product needs will always be available.</li> </ul> <p><b>Note:</b> Although Belkin does not make these promises in this warranty, you may have additional rights under local consumer laws in the country of purchase.</p> <p><b>Will the Product Warranty always apply?</b></p> <p>This Product Warranty does not apply if:</p> <ul style="list-style-type: none"> <li>• the product has been tampered with or the assembly seal has been removed or damaged;</li> <li>• the product has been altered or modified by someone other than Belkin;</li> <li>• the warranty claim was</li> </ul>	<p>made fraudulently or by misrepresentation;</p> <ul style="list-style-type: none"> <li>• the product was not installed, operated, repaired, or maintained in accordance with Belkin's instructions;</li> <li>• the product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;</li> <li>• damage to the product is cosmetic, including scratches and dents, or defects caused by normal wear and tear or normal aging of the product;</li> <li>• the serial number on the product has been altered, defaced, or removed; or</li> <li>• the product was supplied or licensed for beta, evaluation, testing or demonstration purposes, and you didn't buy or license the product.</li> </ul> <p><b>Note:</b> Although this warranty doesn't apply in these situations, you may have additional rights under local consumer laws in the country of purchase.</p> <p><b>How will Belkin make things right?</b></p> <p>If you make an eligible claim under this warranty, Belkin will, at its election:</p> <ol style="list-style-type: none"> <li>(1) replace the product with a reasonably available equivalent new Belkin product; or</li> <li>(2) refund you the purchase price of the product, minus any rebates and discounts.</li> </ol> <p>Any replacement products are warranted for the remainder of the original Warranty Period. All products and parts that are replaced become the property of Belkin.</p> <p><b>Note:</b> The rights and remedies outlined above are the only rights and remedies available under this warranty. However, you may have additional rights under local consumer laws in the country of purchase.</p> <p><b>General Exclusions and Limitations of Liability</b></p> <p>If a supply under this warranty is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in this warranty excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, other than as expressly provided under</p>
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the Product Warranty and the Connected Equipment Warranty, to the extent that the Australian Consumer Law permits Belkin to limit its liability, then Belkin's liability shall be limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

Other than as expressly provided under the Product Warranty and the Connected Equipment Warranty, and subject to the above provision in relation to the Australian Consumer Law, to the full extent permitted by law, Belkin:

- excludes all other conditions, guarantees, rights, remedies, liabilities, representations, warranties and other implied or express terms, conferred by statute, custom or the general law that impose any liability or obligation on Belkin, including but not limited to any implied

warranties of non-infringement, loss of or damage to data, lack of viruses or free from virus or malware attack, security, performance, lack of negligence, workmanlike effort, that the functions contained in the product will meet your requirements, or that defects in the product will be corrected, or that your use of the product will generate accurate, reliable, timely results. Information, material or data;

- excludes all liability for the loss of, or damage to, data caused by use of a Belkin product, or its repair;
- excludes any liability it may have to you for:
  - a) loss of revenue or profit,
  - b) loss of the ability to use any third-party products, software or services, and
  - c) any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services),

which arises under any law (including the law of negligence) and relates to your

use, or inability to use a Belkin product or software, or any related services. This exclusion applies even if Belkin has been advised of the possibility of such damages and even if any warranty or remedy provided under this manufacturer's warranty fails of its essential purpose; and

- limits its monetary liability to you, under any law, to the price that you paid for the Belkin product.

References in this section to "indirect, consequential, special or incidental losses" shall mean any losses which (i) were not reasonably foreseeable by both parties, and/or (ii) were known to you but not to Belkin and/or (iii) were reasonably foreseeable by both parties but could have been reasonably prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

These terms are the terms of the Lifetime Product Warranty. No oral or written information or advice given by Belkin, a dealer, agent or affiliate forms part of this Lifetime Product Warranty.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### BELKIN TECHNICAL AND WARRANTY SUPPORT INFORMATION

##### HOW DO I GET HELP?

If you have a question about your product or experience a problem with it, please go to <http://www.belkin.com/au/support>. You will find lots of online support tools and information to help you with your product.

##### What should I do if my product is defective?

You always have the option to return the product to the original seller if you have a problem. You can make a claim with the seller based on this warranty or any consumer laws that apply to you.

What do I need to do to be entitled to claim under this warranty? Call our Technical Support team on 1800 235 546.

You will need to give us some information when you contact us such as your contact details; the part number (also known as the model number) of your Belkin product (this is usually

located on the base of the product and begins with the letter 'F' e.g. F5D7230au4); a detailed description of the problem; a dated proof of original purchase; and, if you have spoken to us previously, your case number. If this is the first time you have called to claim under this warranty, you will be issued with an 8-digit case number. Visit the following link: <https://www.belkin.com/au/support/replacement> and fill out the following three fields when you are prompted: Case Number; Product to be Replaced, and select Replacement Type. Once you fill out the three aforementioned fields and permitting all details are correct, the website will generate a shipping label for you to print out and affix to the packaged-up product.

We may need you to send the product back to us or our designated repair facility so that we can replace it. We will let you know when you contact us. If we ask you to return your product to us by post, you will be given a Return Materials Authorization (RMA) number and we'll tell you where to send the product (either Linfox, Gate 2, 1 Fox Lane, Erskine

Park NSW 2759 or Belkin Limited, PO Box 3099, Tuggerah NSW 2259, as advised by us). You will need to make sure the product is properly packaged and shipped. You will be responsible for any reasonable costs of returning your product to us. We need to identify your product when it reaches us, so you'll need to include the RMA number AND a copy of your dated proof of original purchase (please keep the original) with the returned product. We also recommend that you send the package by registered and insured mail or by overnight courier to protect the package whilst it is in transit.

##### What happens when I return my product under this warranty?

Defective products covered by this warranty will be replaced without charge, or Belkin will provide you with a refund of the purchase price of the product, minus any rebates and discounts. The remedy offered will be determined by Belkin in its sole discretion.

We can only ship replacement products to locations in the country where the original product was purchased.

Belkin may need to delete all

or part of your data to replace your product. In Australia, if you provide your old product for us to replace with another product, we will wipe all your data from the old product. We will not retain a copy of the wiped data. Belkin may also install software updates as part of warranty service. PLEASE MAKE SURE THAT YOU BACK UP ALL OF YOUR DATA ON THE PRODUCT AND/OR CONNECTED EQUIPMENT BEFORE SENDING IT IN FOR REPLACEMENT. BELKIN IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR SOFTWARE DURING WARRANTY SERVICE.

Replacements not covered under warranty or your rights under the Australian Consumer Law (or other applicable Australian consumer protection laws) may be refused by your place of purchase, or may be subject to charge.

##### Technical support

This warranty is not a service or support contract. Details on our technical support offerings and policies (including any applicable fees) can be found at <http://www.belkin.com/au/support>

Belkin provides many different options to support you. Please click on or go to:

<http://www.belkin.com/au/support> for more details. Please make sure to change to your local country if necessary.

Along with the Lifetime Warranty, Belkin provides Complimentary Assisted Technical Support for the Warranty Period after product purchase to get your hardware up and running. Complimentary Assisted Technical Support includes technical support (by phone) and live chat (through your computer). At this time, live chat is only available in certain countries. Please visit our websites (indicated above) in your local area for details.

For additional support beyond the Complimentary Assisted Technical Support or for assistance on advanced features beyond basic support, please contact our Technical Support team to learn more about how we can help you get the most out of your product.

Telephone support may not be available where you live and may be subject to charge.

8850-00629 Rev. A00



## AUSTRALIAN CONSUMER WARRANTY INFORMATION

See inside for details

### FREE WARRANTY AND SUPPORT INFORMATION IMPORTANT!

### PLEASE RETAIN PROOF OF PURCHASE AND PRODUCT FREE WARRANTY INFORMATION

### BELKIN LIFETIME PRODUCT AND CONNECTED EQUIPMENT LIMITED WARRANTY (Australia)

This free warranty is provided to you by Belkin Limited (ABN: 64 095 402 663), an Australian corporation and a wholly owned subsidiary of Belkin International, Inc., of Unit E, 2 Rellance Drive, Tuggerah NSW 2259, phone: +61 (0) 2 4350 4600, email: [acce@belkin.com](mailto:acce@belkin.com) ("Belkin").

### IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS

The benefits we give in this manufacturer's warranty are **additional** to any rights and remedies that you may have under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws.

In Australia 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. Repair of the goods may result in loss of data. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

This manufacturer's warranty is not intended to:

- change or exclude any rights under consumer law that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold the Belkin product to you if that person has breached their sales contract with you.

### WHAT DOES THIS FREE WARRANTY COVER?

**Product Warranty:** Belkin warrants that this Belkin product

and any associated software media (i.e. media on which the product software is provided) will be free from defects in materials and workmanship under normal use during the Warranty Period as defined below (Product Warranty). This means that the product won't be faulty, and that it will look and work as advertised, during the Warranty Period.

**Connected Equipment Warranty:** Belkin also covers damage to any equipment which is connected through the Belkin product to a properly wired AC power line with protective ground (Connected Equipment) caused by failure of the Belkin product to operate as described in the product documentation and arising as a result of impulses from lightning, or other power transients, or by momentary (less than 1ms) voltage surges or spikes (an Occurrence) during the Warranty Period (Connected Equipment Warranty).

The Connected Equipment Warranty will not apply if damage to the Connected Equipment resulted from:

- telephone-line transients if the Connected Equipment was

not properly connected to or was not directly connected to a Belkin product that offers telephone-line transient protection;

- coaxial-line transients if the Connected Equipment was not properly connected to or was not directly connected to a Belkin product that offers coaxial-line transient protection; or
- network-line transients if the Connected Equipment was not properly connected to or was not directly connected to a Belkin product that offers network-line transient protection.

The Connected Equipment Warranty will remain effective for the Warranty Period set out below. The Connected Equipment Warranty automatically ends when the Product Warranty ends.

### Who is covered under the Product Warranty and the Connected Equipment Warranty?

Only original end-user purchasers of the product purchased within Australian are covered.

### How long is the Belkin product warranted and what is the maximum value of the Connected Equipment Warranty?

The Warranty Period begins on the date the Belkin product was purchased by the original end-user purchaser and lasts for the lifetime of the original end-user purchaser (Warranty Period). Belkin's total liability under the Connected Equipment Warranty shall not exceed the maximum aggregate monetary limits set forth in the table below:

If the Protected Light Indicator on your Belkin product does not come on because your product is dead on arrival, your product will remain covered under this warranty. A product is considered dead on arrival when it does not work when you try to power it on for the first time. Please contact Belkin Technical Support within sixty (60) days from the date of purchase of your product for a replacement (see the section on "Belkin Technical and Warranty Support Information" below).

Product Type	Maximum Monetary Limit (US Dollars)
New products	\$ 250,000
Refurbished products	
Repaired products	
Replacement products	
Software media (if provided with the product)	N/A

<p>A product given to replace a product that is dead on arrival shall be covered by a fresh warranty having the same duration as the original Warranty Period.</p> <p>If the Protected Light indicator on the product goes out at any time, this means that the capacity of the product is exceeded, and the product will no longer protect against surges and spikes of energy. Therefore, if the Protected Light indicator on your product goes out, we strongly recommend that you cease using the product immediately. In such an event, if the product is still within the Warranty Period and if none of the exclusions set out in this warranty apply, please contact Belkin Technical Support for a replacement product.</p> <p>A claim under this warranty is only eligible if it is made within the Warranty Period.</p> <p><b>What isn't covered by the Product Warranty and Connected Equipment Warranty?</b></p> <p>Belkin does not give any warranty:</p> <ul style="list-style-type: none"> <li>• for the Connected Equipment, for any services associated</li> </ul>	<p>with the Connected Equipment, or any remedies offered or provided by the manufacturer of the Connected Equipment;</p> <ul style="list-style-type: none"> <li>• in relation to software or services provided by Belkin or any third party included in or with the product other than the warranty for software media described above in this warranty;</li> <li>• that the product, software or services will always operate uninterrupted or error free;</li> <li>• that the product, software or services, or any equipment, system or network on which the product, software or services are used are 100% secure and cannot be hacked; or</li> <li>• that a third-party service the product needs will always be available.</li> </ul> <p><b>Note:</b> Although Belkin does not make these promises in this warranty, you may have additional rights under local consumer laws in the country of purchase.</p> <p><b>Will this Product Warranty always apply?</b></p> <p>The Product Warranty does not apply if:</p>	<ul style="list-style-type: none"> <li>• the product has been tampered with or the assembly seal has been removed or damaged;</li> <li>• the product has been altered or modified by someone other than Belkin;</li> <li>• the warranty claim was made fraudulently or by misrepresentation;</li> <li>• the product was not installed, operated, repaired, or maintained in accordance with Belkin's instructions (for example, this warranty will not apply if the product has been used outdoors or in a wet area, or if the product has been used together with a generator, heater, sump pump, water-related device, life support device, medical device, car, motorcycle, or golf-cart battery charger). To be used indoors only and in dry areas. All warranties contained herein are null and void if used in any way with any of the aforementioned devices;</li> <li>• the product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;</li> <li>• damage to the product is</li> </ul>	<p>cosmetic, including scratches and dents, or defects caused by normal wear and tear or normal aging of the product;</p> <ul style="list-style-type: none"> <li>• the serial number on the product has been altered, defaced, or removed;</li> <li>• the product was used in conjunction with other extension cords, power strips, adapters, UPSes, surge protectors, other grounding wires or electrical connections; or</li> <li>• the product was supplied or licensed for beta, evaluation, testing or demonstration purposes, and you didn't buy or license the product.</li> </ul> <p><b>Will Belkin cover damage to Connected Equipment in all situations under the Connected Equipment Warranty?</b></p> <p>Belkin does not cover damage to Connected Equipment in the following situations:</p> <ul style="list-style-type: none"> <li>• the Product Warranty has expired or does not apply (please see section above);</li> <li>• the Connected Equipment was not properly or directly connected to the product;</li> <li>• not all wires leading into</li> </ul>
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<p>the Connected Equipment, including telephone and coaxial lines, pass through the appropriate product;</p> <ul style="list-style-type: none"> <li>• damage to the Connected Equipment was not caused by an Occurrence;</li> <li>• the power outlet to which the product was connected was not properly grounded or not grounded at all;</li> <li>• the Connected Equipment has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;</li> <li>• damage to the Connected Equipment is cosmetic (including scratches and dents), or damage was caused by normal wear and tear or normal aging of the Connected Equipment;</li> <li>• damage to the Connected Equipment was caused by an Act of God (other than lightning), including but not limited to typhoon, hurricane, erosion, earthquake, thunderstorm, inclement weather, flood, tsunami, vandalism, theft, or war;</li> <li>• damage to the Connected Equipment was caused by a power outage, a sustained</li> </ul>	<p>low-voltage situation, or a low-voltage disturbance, including but not limited to brownouts or sags;</p> <ul style="list-style-type: none"> <li>• repair or replacement of the damaged Connected Equipment is covered by a third party's manufacturer's warranty, a seller's extended warranty, or your insurance policy;</li> <li>• Belkin determines that the Connected Equipment was not used under normal operating conditions or in accordance with the manufacturer's instructions for the Connected Equipment; or</li> <li>• you continue to use the product in the knowledge that the Protected Light indicator has gone out.</li> </ul> <p><b>Note:</b> Although this warranty doesn't apply in these situations, you may have additional rights under local consumer laws in the country of purchase.</p> <p><b>How will Belkin make things right?</b></p> <p>If you make an eligible claim in relation to your defective Belkin product under the Product Warranty, Belkin will, at its option:</p>	<p>(1) replace the product with a reasonably available equivalent new Belkin product; or</p> <p>(2) refund you the purchase price of the product, minus any rebates and discounts applied at the point of purchase.</p> <p>Any replacement products are warranted for the remainder of the original Warranty Period. All products that are replaced become the property of Belkin.</p> <p>If you make an eligible claim in relation to your damaged Connected Equipment under the Connected Equipment Warranty, Belkin will, at its option:</p> <p>(1) Pay the reasonable costs of repairing the damaged Connected Equipment as assessed by Belkin in its sole discretion;</p> <p>(2) replace the damaged Connected Equipment with a reasonably available equivalent new or refurbished Connected Equipment (in which case we will engage the repair facility and negotiate and settle the cost of repair); or</p> <p>(3) refund you the fair market value of the damaged</p>	<p>Connected Equipment as reasonably assessed by Belkin in its sole discretion.</p> <p>Belkin makes every reasonable effort to repair or replace your damaged Connected Equipment under this warranty. However, as the repaired or replacement Connected Equipment is manufactured by third parties, Belkin does not make any warranty in relation to such repaired or replacement Connected Equipment, nor is Belkin able to confirm that the manufacturer of the Connected Equipment will offer such a warranty.</p> <p>All calculations performed by Belkin in evaluating your claim under this warranty are final and binding on you except in the case of errors.</p> <p>For Belkin to properly and expeditiously validate your claim under this Product Warranty and/or the Connected Equipment Warranty, you agree that Belkin may examine the damaged product, the damaged Connected Equipment and/or the site where the damage occurred. Belkin reserves its right to do these things until any claim under the Product</p>
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Warranty and/or the Connected Equipment Warranty is finalised. The damaged product and damaged Connected Equipment must remain available for inspection during that time. Do not dispose of the product and Connected Equipment until your claim has been fully resolved. Please review the section titled "What do I need to do to be entitled to claim under the Product Warranty or the Connected Equipment Warranty?" under the header "Belkin Technical and Warranty Support Information" below.

Once your claim under this warranty is fully settled, Belkin reserves the right to be subrogated under any existing insurance policies that you may have.

Note: The rights and remedies outlined above are the only rights and remedies available under this warranty. However, you may have additional rights under local consumer laws in the country of purchase.

#### General Exclusions and Limitations of Liability

If a supply under this warranty is a supply of goods or services to a consumer within the meaning

of the Australian Consumer Law, nothing contained in this warranty excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, other than as expressly provided under the Product Warranty and the Connected Equipment Warranty, to the extent that the Australian Consumer Law permits Belkin to limit its liability, then Belkin's liability shall be limited to:

(a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

(b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

Other than as expressly provided under the Product Warranty and the Connected Equipment Warranty, and subject to the above provision in relation to the Australian

Consumer Law, to the full extent permitted by law Belkin:

- excludes all other conditions, guarantees, rights, remedies, liabilities, representations, warranties and other implied or express terms, conferred by statute, custom or the general law that impose any liability or obligation on Belkin, including but not limited to any implied warranties of non-infringement, loss of or damage to data, lack of viruses or free from virus or malware attack, security, performance, lack of negligence, workmanlike effort, that the functions contained in the product will meet your requirements, or that defects in the product will be corrected, or that your use of the product will generate accurate, reliable, timely results, information, material or data;

- excludes all liability for the loss of, or damage to, data caused by use of a Belkin product, or its repair;

- excludes any liability it may have to you for:

a) loss of revenue or profit,

b) loss of the ability to use any third-party products, software or services, and

c) any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services), which arises under any law (including the law of negligence) and relates to your use, or inability to use a Belkin product or software, or any related services. This exclusion applies even if Belkin has been advised of the possibility of such damages and even if any warranty or remedy provided under this manufacturer's warranty fails of its essential purpose; and

- limits its monetary liability to you, under any law, to the price that you paid for the Belkin product.

References in this section to "indirect, consequential, special or incidental losses" shall mean any losses which (i) were not reasonably foreseeable by both parties, and/or (ii) were known to you but not to Belkin and/or (iii) were reasonably

foreseeable by both parties but could have been reasonably prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

These terms are the terms of the Lifetime Product Warranty and Connected Equipment Warranty. No oral or written information or advice given by Belkin, a dealer, agent or affiliate forms part of the Lifetime Product Warranty and Connected Equipment Warranty.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### BELKIN TECHNICAL AND WARRANTY SUPPORT INFORMATION

##### HOW DO I GET HELP?

If you have a question about your product or experience a problem with it, please go to <http://www.belkin.com/au/support/>. You will find lots of online support tools and information to help you with your product.

#### What should I do if my product is defective?

You always have the option to return the product to the original seller if you have a problem. You can make a claim with the seller based on this warranty or any consumer laws that apply to you.

What do I need to do to be entitled to claim under the Product Warranty or the Connected Equipment Warranty?

Call our Technical Support team on 1800 235 546.

You will need to give us some information when you contact us such as your contact details; the part number (also known as the model number) of your Belkin product (this is usually located on the base of the product and begins with the letter 'F' e.g. F5D7230au4); a detailed description of the problem; a dated proof of original purchase; and, if you have spoken to us previously, your case number. If this is the first time you have called to claim under this warranty, you will be issued with an 8-digit case number.

If you are making a claim in respect of your damaged Connected Equipment, you must do so within fifteen (15) days from the date of the Occurrence. So that we can process your claim expeditiously, we will need the following information in addition to the information described above when you contact us: description of all the equipment that was connected to the product at the time of the Occurrence, including name and model number; purchase of the damaged Connected Equipment; description of the damaged Connected Equipment and the extent of damage (we may request that you send us photographs of the damaged Connected Equipment and the site where the damage occurred, or we may ask to examine the site where the damage occurred, to help us validate your claim); and the date of the Occurrence.

Visit the following link: <https://www.belkin.com/au/support/replacement> and fill out the following three fields when you are prompted: Case Number; Product to be Replaced, and select Replacement Type. Once you fill out the three aforementioned fields and

permitting all details are correct, the website will generate a shipping label for you to print out and affix to the packaged-up product.

We may need you to send the product and/or the damaged Connected Equipment back to us or our designated repair facility so that we can fix or replace it. We will let you know when you contact us. If we ask you to return your product and/or the damaged Connected Equipment to us by post, you will be given a Return Materials Authorization (RMA) number and we'll tell you to send the product and/or your damaged Connected Equipment to Belkin Limited, PO Box 3099, Tuggerah NSW 2259. You will need to make sure the product and/or damaged Connected Equipment is properly packaged and shipped. You will be responsible for the costs of returning your product and/or damaged Connected Equipment to us. We need to identify your product when it reaches us, so you'll need to include the RMA number AND a copy of your dated proof of original purchase (please keep the original) with the returned

product. We also recommend that you send the package by registered and insured mail or by overnight courier to protect the package while it is in transit. If Belkin determines, in its sole discretion, that it is impractical to ship the damaged Connected Equipment to Belkin, Belkin may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such Connected Equipment. In that case, Belkin reserves the right to negotiate the cost of repairs. The cost, if any, of shipping the Connected Equipment to such repair facility and of such estimate shall be borne solely by the original end-user purchaser.

**What happens when I return my product and/or Connected Equipment under the Product Warranty or the Connected Equipment Warranty?**

Defective products covered by the Product Warranty will be replaced without charge, or Belkin will provide you with a refund of the purchase price of the product, minus any rebates and discounts.

In relation to damaged Connected Equipment covered

by the Connected Equipment Warranty, Belkin will pay the reasonable costs of repair as assessed by Belkin at its discretion, replace the Connected Equipment with a reasonably available equivalent new or refurbished Connected Equipment (engaging the repair facility and negotiating and settling the cost of repair), or refund the fair market value as reasonably assessed by Belkin at its sole discretion.

The remedy offered will be determined by Belkin in its sole discretion.

We can only ship replacement products to locations in the country where the original product was purchased.

Belkin may need to delete all or part of your data to replace your product. In Australia, if you provide your old product for us to replace with another product, we will wipe all your data from the old product. We will not retain a copy of the wiped data. Belkin may also install software updates as part of warranty service. **PLEASE MAKE SURE THAT YOU BACK UP ALL OF YOUR DATA ON THE PRODUCT AND/OR CONNECTED**

**EQUIPMENT BEFORE SENDING IT IN FOR REPAIR OR REPLACEMENT. BELKIN IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR SOFTWARE DURING WARRANTY SERVICE.**

Replacements not covered under warranty or your rights under the Australian Consumer Law (or other applicable Australian consumer protection laws), may be refused by your place of purchase, or may be subject to charge.

**Technical support**

This warranty is not a service or support contract. Details on our technical-support offerings and policies (including any applicable fees) can be found at <http://www.belkin.com/au/support/>

Belkin provides many different options to support you. Please click on or go to: <http://www.belkin.com/au/support/> for more details. Please make sure to change to your local country if necessary.

Along with the Lifetime Warranty, Belkin provides Complimentary Assisted Technical Support for the Warranty Period to get your hardware up and running. Complimentary Assisted

Technical Support includes technical support (by phone) and live chat (through your computer). At this time, live chat is only available in certain countries. Please visit our websites (indicated above) in your local area for details.

For additional support beyond the Complimentary Assisted Technical Support period or for assistance on advanced features beyond basic support, please contact our Technical Support team to learn more about how we can help you get the most out of your product. Please note that you may be assessed a fee to speak with our technician if you contact us outside the Complimentary Assisted Technical Support period.

Telephone support may not be available where you live and may be subject to charge.

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## Annexure D

### AUSTRALIAN CONSUMER LAW COMPLIANCE PROGRAM

Belkin will establish a Compliance Program that complies with each of the following requirements:

#### Appointment

1. Within one month of the Undertaking coming into effect, Belkin will appoint a director or senior manager of the business with suitable qualifications or experience in corporate compliance to be responsible for the effective development, implementation and maintenance of the Compliance Program (the **Compliance Officer**).
2. Within two months of this Undertaking coming into effect, Belkin will appoint a suitably qualified external compliance professional or legal practitioner with expertise in competition and consumer law (the **Compliance Advisor**).

#### Compliance Policy

3. Within three months of this Undertaking coming into effect, Belkin will issue a policy statement outlining Belkin's commitment to compliance with the ACL (**Compliance Policy**).
4. Belkin will ensure that the Compliance Policy:
  - (a) contains a statement of commitment to compliance with the ACL;
  - (b) contains an outline of how commitment to ACL compliance will be realised within Belkin;
  - (c) contains a requirement for all staff to report any Compliance Program related issues and ACL compliance concerns to the Compliance Officer;
  - (d) contains a commitment that whistleblowers with ACL compliance concerns will not be prosecuted or disadvantaged in any way and that their reports will be kept confidential and secure; and
  - (e) contains a clear statement that Belkin will take action internally against any person who is knowingly or recklessly concerned in a contravention of the ACL and will not indemnify them in the event of any court proceedings in respect of that contravention.
5. Belkin will take reasonable steps to ensure its directors, officers and employees are made aware of the Compliance Policy.

#### Staff Training

6. Belkin will cause its directors, officers and employees whose duties could result in them being concerned with conduct that may contravene sections of the Australian Consumer Law to receive regular (at least once a year) training administered by the Compliance Advisor.
7. Belkin will take reasonable steps to ensure that awareness of Australian Consumer Law issues forms part of the induction of all new directors, officers and employees whose duties could result in them being concerned with conduct that may contravene sections of the Australian Consumer Law.

#### Complaints Handling System

8. Within three months of this Undertaking coming into effect, Belkin will develop procedures, or enhance existing procedures, for recording, storing and responding to Australian Consumer Law related complaints (**Complaints Handling System**).

9. Belkin will take reasonable steps to ensure its staff and customers are made aware of the Complaints Handling System.

#### **Compliance and Risk Review**

10. Belkin will ensure that the Compliance Officer reports to senior management on an annual basis on the continuing effectiveness of the Compliance Program (**Compliance Review**).
11. Belkin will:
- (a) within six months of this Undertaking coming into effect, the Compliance Officer, with the assistance of the Compliance Advisor, will conduct an ACL risk review (**Risk Review**) which sets out in the form of a written report:
    - (i) the areas of Belkin's promotion or supply of products in Australia which are at risk of contravening sections 18, 29 or 102 of the ACL;
    - (ii) the procedures put in place by Belkin in relation to its promotion and supply of products in Australia to minimise the risk of contravening sections 18, 29 or 102 of the ACL;
    - (iii) any materials gaps in Belkin's existing procedures for managing these risks;
    - (iv) recommendations for any action to be taken to address these risks; and
  - (b) as soon as reasonably practicable following the Risk Review, implement any reasonable and appropriate recommendations made by the Risk Review.

#### **Provision of Compliance Program documents to the ACCC**

12. Belkin will maintain a record of and store all documents relating to and constituting the Compliance Program for a period not less than 3 years.
13. If requested by the ACCC during the period of the Undertaking, Belkin will, at its own expense, cause to be produced and provided to the ACCC copies of all documents constituting the Compliance Program, including:
- (a) the Compliance Policy;
  - (b) a written statement or certificate from the Compliance Advisor who conducts the training referred to in paragraph 6, verifying that such training has occurred;
  - (c) an outline of the Complaints Handling System;
  - (d) the Compliance Review(s); and
  - (e) the Risk Review.
14. By no later than 16 April 2018, Belkin will inform the ACCC in writing of its progress as at 31 March 2018 for the purposes of paragraph 24 of the Undertaking, including:
- (a) steps taken, and remaining to be taken, by Belkin to implement the measures referred to in that paragraph;
  - (b) an indicative assessment expressed as a percentage of the extent to which each of the measures referred to in that paragraph is complete.

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## Belkin lifetime warranties

### Corrective Notice

At various times during the period between about June 2016 and June 2017, Belkin supplied certain products in Australia with a manufacturer's warranty expressed as either a 'lifetime warranty' or 'limited lifetime warranty' on or in the product packaging, in circumstances where Belkin had a policy of repairing or replacing these products pursuant to the warranty only within a period of 5 years from the date of purchase.

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While Belkin provided information on its website in relation to at least some of the Lifetime Warranty Products stating that 'lifetime warranty' referred to the life of the product and it had determined that the reasonable life span of this product [was] 5 years from the date of [the consumer's] purchase of the product', some consumers would have understood 'lifetime' to mean the warranty applied for the lifetime of the purchaser or a period greater than five years.

Top Margin:  
Min: 8mm

Left & Right Margins:  
Min 8mm

The Australian Competition and Consumer Commission (ACCC) has raised concerns that Belkin may by this conduct have contravened certain provisions of the Australian Consumer Law.

Belkin now wishes to advise customers that it will honour the 'lifetime warranty' or 'limited lifetime warranty' offered with these products for the lifetime of the original purchaser, subject to proof of purchase. Belkin has provided a court enforceable undertaking to the ACCC to confirm this commitment.

If you have any queries about a product you have purchased with a 'lifetime warranty' or 'limited lifetime warranty', please contact Belkin on 1300 235 546 (1300BELKIN).



AUSTRALIAN COMPETITION  
& CONSUMER COMMISSION