MAIL IN - Repair Terms & Conditions

- 1. By submitting the repair booking form the Customer agrees to the following terms and conditions
- 2. The Customer agrees that information supplied to Xtreme Communications Pty Ltd (www.xtremeonline.com.au) is accurate.
- 3. Customer is responsible for all the postage, sending to and returning from Xtreme Communications Pty Ltd (www.xtremeonline.com.au). If the device can be fixed, stores may use their discretion to waive the returning postage, case by case.
- 4. There will be a \$45 rejection fee if the job is cancelled by the customer, after the device has been assessed and able to be fixed. It needs to be fully paid before the device will be sent back to the customer.
- 5. To the maximum extent permitted by law, Xtreme Communications Pty Ltd (www.xtremeonline.com.au), will under no circumstances be liable for any special, indirect, incidental or consequential damages resulting from performance of any repair services, including but not limited to loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to, or corruption of data; or any costs of recovering, programming, or restoring any program or data stored or used with your product and any failure to maintain the confidentiality of data stored on your product. The foregoing limitation shall not apply to death or personal injury claims. Xtreme Communications Pty Ltd (www.xtremeonline.com.au) specifically does not warrant that it will be able to (i) repair your device without risk to or loss of programs or data, and (ii) maintain the confidentiality of data. If any device should be damaged or lost while in Xtreme Communications Pty Ltd (www.xtremeonline.com.au)'s custody, Xtreme Communications Pty Ltd (www.xtremeonline.com.au)'s liability will be limited to the cost of repair or replacement of the affected product. Otherwise, Xtreme Communications Pty Ltd (www.xtremeonline.com.au)'s liability for any and all damage shall in no event exceed the payments received by Xtreme Communications Pty Ltd (www.xtremeonline.com.au) for services provided pursuant to these terms. The remedies set forth herein shall be your sole and exclusive remedies for any breach by Xtreme Communications Pty Ltd (www.xtremeonline.com.au) under these terms and conditions. Xtreme Communications Pty Ltd (www.xtremeonline.com.au) is not liable for loss or corruption of data or your confidential, proprietary or personal information or removable data. Before you send in your device for any repair service, you should make a backup copy of your data and remove any confidential, proprietary or personal information and removable media such as, SIM card or memory card.

- 6. A six months warranty on parts and labour of repairs done by Xtreme Communications Pty Ltd (www.xtremeonline.com.au) applies to all completed and paid for repairs.
- 7. If you have not claimed your device and paid all charges due within sixty (60) days after being notified by Xtreme Communications Pty Ltd (www.xtremeonline.com.au) that your product has been repaired, Xtreme Communications Pty Ltd (www.xtremeonline.com.au) will consider your product abandoned. Xtreme Communications Pty Ltd (www.xtremeonline.com.au) will provide such notice to you at the email address you provided when you authorized the repairs. Xtreme Communications Pty Ltd (www.xtremeonline.com.au) may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your device at a private or public sale without liability to you. Xtreme Communications Pty Ltd (www.xtremeonline.com.au) reserves its statutory and any other lawful liens for unpaid charges.
- 8. These terms and conditions cover the contract between Xtreme Communications Pty Ltd (www.xtremeonline.com.au) and the Customer and supersede any representations, warranties or assurances made by Xtreme Communications Pty Ltd (www.xtremeonline.com.au).