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Terms and Conditions

- ❖ TP-Link Australia Pty Ltd (ABN 27 146 745 173) is referred in terms of “TP-Link”, “we”, “us” and “our”. Reference to “you” and “your” mean the customer of TP-Link.
- ❖ Definition of Dropship service – Service that includes device configuration and shipment.
- ❖ Definition of ISP – Internet Service Provider is referred to the company that provides internet service.
- ❖ Definition of ISP special price – The discount price that is offered to ISP only.
- ❖ Definition of PI – Pro Forma Invoice for listing the order’s cost after the order has been placed.
- ❖ Definition of RMA – Return merchandise authorization is the procedure for returning the goods.

Product Purchasing Policy

Product price

- ISP is eligible for getting the ISP special price on our TP-Link product. TP-Link reserves the right for cancelling the offer of ISP special price if the identity of the ISP cannot be proven.
- The quoted price does not include GST.
- The quoted price is only valid for the same month.

Procedure for purchasing products

1. Please send the email to order.au@tp-link.com for quoting the price or placing the order.
2. You will need to provide the model number of the product, the quantity of the order’s item and the postage details. (If you would like to use our dropship service, please also mention in the email).
3. We will send you the PI once we received your order.
4. You will need to fully pay the invoice for advancing the order processing.
5. We need to wait for the bank transaction to be cleared before dispatching the order’s item. (It may take one to two days for the bank transaction to be cleared).
6. After the bank transaction has been cleared, we will dispatch your order item. (If you requested to do dropship for the order’s item, we will then send them to the dropship department).

Dropship Policy

Pre-requisite

- Require the products to be firstly purchased from logistic department and then being sent to dropship department.

Dropship Price

- The price of basic configuration is currently **AU\$7.90** per device.
(The price is updated on 17/12/2019)

- The postage for the dropship order is **AU\$13.90** per device within Courier defined 3kg satchel dimensions.
* *Up to \$19.9 ex per device for selected products not within Courier defined 3kg satchel dimensions.*
(The prices are updated on 17/12/2019)
- The basic configuration included the services as below:
 - Simple device configuration
(WAN, SSID, VoIP and remote access configuration)
 - A page of A4 size paper will be printed out as your company's user guide
(This user guide is optional. If you decide to send the user guide with your device to the user, the template of the user guide should be provided by you.)
- Extra requirements can be added to the dropship procedure. However, extra **AU\$1.90** will be charged for every additional step per device. (The price is updated on 17/12/2019)

Service	(AU\$ ex GST) Price per device
Basic Configuration Fee	\$7.90
Postage (<i>Within 3kg satchel dimension</i>)	\$13.90
Postage (<i>Not within 3kg satchel dimensions</i>)	Up to \$19.90
Customized Service Fee	\$1.90 (per additional step)
Redirection Fee (Delivery return to sender)	\$8.50

* *The prices above are updated on 17/12/2019*

Order and dispatch time

- Orders placed before 9 am for same-day dispatch guarantee.
(Orders placed after 9 am will be dispatched in the next day)
- TP-Link does not responsible for the delay if the provided details are inaccurate or unclear, this includes the receiver's details, the request product model and configuration details.
- TP-Link does not responsible for the delay if insufficient on your own stock.

Method of placing the dropship order

- A new customer is required to register an account with TP-Link before placing the order.
- After the registration, you will be provided a page of Google spreadsheet as the order form.
- You can place the order by filling up the order form.
- Each row in the form represents an order. We will check the form every business day at 9 am for processing the order.

Order processing

After the order has been dispatched, we will provide the dispatching details, the details can be either:

- i) Include **Serial number** of the device, **Mac address** of the device and the **tracking number** from the courier if doing configuration is required for the order item.
- ii) Include **Serial number** of the device and the **tracking number** from the courier if doing configuration is not required for the order item.

Delivery Time

- Orders' items are delivered by using StarTrack premium service. Delivery time may vary from 1 to 7 days depending on the receiver's location.
- For some extreme situations, it may take more than 7 days to deliver the parcel. (For example, the delivery may be delayed by a bush fire, traffic accident, etc.) These extreme situations are not counted as the normal delivery condition and TP-Link does not have liability to any delay of delivery caused by them.

Failure of delivery

- For the normal situation, such as the receiver was not at home, the parcel will be delivered to the nearby Australia Post office for waiting to be collected. You will have 2 weeks for collecting the parcel from Australia Post before returning to the sender.
- If the delivery is unsuccessful due to incorrect receiver's details, the dropship item will be returned to us by StarTrack directly.
- Once we received the dropship items that are returned to the sender, we will put them into a list of Return Dropship Item.
- The list of Return Dropship Item will be processed at the end of each month. We will provide a credit note for the returned items. The credit note can be used for paying the TP-Link's invoice.
- For the devices that return to the sender due to the reason, not because of TP-Link's fault, **AU\$8.50** will be deducted from the credit note as the courier redirection fee.

Lost in transit

- Before you contact us for claiming you or your customer did not receive their new modem, please firstly check with StarTrack by using the consignment number that we provided.
- If you have already confirmed with StarTrack that the order's items have been lost in transit, please contact us by sending an email to order.au@tp-link.com.
- Once we received your claiming for the lost in transit, we will start the investigation on that case. Base on the result of the investigation, we will:
 - Return a credit note to you for the items that lost in transit if we found the items are truly lost in transit. The credit note's value will be the same value as the items that lost in transit.
 - Refuse to return credit to you if we found the items lost in transit are not the truth. TP-Link reserves the right to take legal action if we found the false claiming is being claimed in purpose.
- Base on your request, we can firstly send another replacement unit to your customer. The replacement unit will be charged for the cost. If we found the case is the truth and we provided you a credit note, you can use the credit note for paying the cost of the replacement unit.

Payment Policy

Payment for purchasing the product

- We need to receive the payment in full before dispatching the order's item.
- We need to wait for the bank transaction to be cleared before dispatching the order's item.
- Once the PI was issued, the order's item will be reserved for 7 days. If you did not make the payment within 7 days, TP-Link reserves the right for cancelling the purchasing order.

Payment for the dropship

- A monthly invoice will be emailed to you at the beginning of next month for summarising the order expense of the current month.
- The payment term of the monthly invoice is 7 days from the invoice is issued.
- TP-Link reserves the right of suspending your TP-Link's account if your monthly invoice was not paid in time for the full payment.
- Any dispute for the monthly invoice should be made before the overdue date for preventing the account suspension.

Account suspension

- If your TP-Link account has been suspended, TP-Link will not process your dropship order, it includes the service as below:
 - I. Device Configuration
 - II. Product shipping
- For releasing the account from suspension, you will need to pay the overdue invoice in full.

Return and Refund Policy

The benefits to the consumer given by the warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods to which the warranty relates.

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.

Refund Policy

- TP-Link only accepts the request for a refund if the problem with the product is major.

Product Return Policy

- TP-Link will only accept the product to be returned if the product is found faulty and within the warranty period.
- You will be responsible for shipping charges, insurance, transportation-related and other expenses incurred in claiming the warranty from TP-Link Australia.
- If you return out-of-warranty products or products under warranty that is determined not to conform to this warranty, you will be responsible for all return-shipping and other transportation-related expenses.
- For returning the faulty product, you will need to contact us by sending an email to rma.au@tp-link.com for requesting to start the RMA procedure.

RMA procedure

1. Before requesting the RMA procedure, please ensure the product is faulty. If you are not sure, please firstly contact TP-Link technical support for asking the assistance of the investigation and troubleshooting.
2. You will need to contact us by sending an email to rma.au@tp-link.com for requesting to start the RMA procedure.
3. We will provide an RMA requesting form to you.
4. Please fill up the RMA form and email back the form to rma.au@tp-link.com.
5. Once we received the form and confirmed the provided details are valid, we will provide you an RMA number.
6. Please pack the faulty units in a carton box and label it with the RMA number that we provided in the email, then send it back to us.
7. Once we received the faulty units, we will send you back the replacement units.

Warranty

TP-Link Australia Pty Ltd (TP-Link Australia) provides a limited warranty on all eligible TP-Link products originally purchased in Australia or New Zealand from an authorised retailer. The limited warranty covers failures due to defects in material or workmanship on the primary device, antenna and external power supply. Packaging, software products and technical data are not covered under the limited warranty. The limited warranty does not extend to uninterrupted or error-free operations. Purchase receipt from an authorised retailer and a complete product serial number are required to receive any services guaranteed as part of the limited warranty.

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.

Conditions that disqualify products from the limited warranty include, but are not limited to:

- any defects or damage caused by abnormal use, including but not limited to:
 - any defects or damage caused by accidents, improper installation or maintenance, misuse (including failure to follow product documentation), neglect, disassembly, alterations to the hardware or supporting setting files, service or repair or maintain by other than TP-Link Australia authorized

technicians, and external causes such as, but not limited to, natural disaster (e.g. lightning, flood, earthquake, etc.), water damage, extreme thermal or environmental conditions;

- any defects or damage caused by software, virus or improper use of self-made, non-public or third party/open source software;
- any unauthorised obliteration or tearing up of the product barcode; or
- any product with obvious hard object damage, fissure, broken legs, exposed core, severe deformation, or any other similar damage;
- any defects or damage caused by normal tear or wear which does not impact the normal use of the product by a normal standard;
- any defects caused by transportation or loading during returning voyage;
- any defects you knew of or were made aware of before you bought the product; or
- any other defects that are not caused by workmanship or product quality.

Warranty Period

- The warranty for TP-Link Home products is 3 years from the date of purchasing.
- The warranty for TP-Link Business products is 5 years from the date of purchasing.
- The warranty for TP-Link outdoor products is 3 years from the date of purchasing.
- The warranty for TP-Link Smart products is 2 years from the date of purchasing.
- The warranty for TP-Link's other product is 1 year from the date of purchasing.

Appendix

* The Warranty Period is calculated starting from the date of original purchase of the products from an authorised retailer. The Warranty Period does not renew or recalculate at the time of repair or replacement. The original date of purchase will apply to repaired or replacement products.

**Starting from January 21, 2019, TP-Link Australia provides a 5-Year Limited Warranty on our Business Products, subject to the following conditions:

- a. TP-Link Australia will honour the 5-Year Limited Warranty for all Business Products originally purchased from an authorised retailer on or after January 1, 2017.
- b. External power supplies, modules and other accessories may be covered under a different warranty coverage than the host device(s). Please refer to TP-Link Accessories for more information.

***TP-Link Australia will honour the 3-Year Limited Warranty for all TP-Link Smart Products originally purchased from an authorised retailer or reseller if the packaging states the warranty is for 3 years.

Privacy

Content on the Service

“Content” is all of the information collected during your use of the Services. It includes information provided by you, by other users, by hardware devices connected to the Services, and by third-party devices and services connected to the Services. It also includes any information we provide into the Services, as well as information derived from or aggregated from any and all information provided to the Services.

Account Registration

In order to use the Services, you may be required to sign up for an account. To sign up for an account, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Services; and keeping your account details confidential.

Third-Party Service

You accept that TP-Link is not responsible for the risks you take associated with links or connections to third-party applications or services. You understand that such third-party services may or may not carry their own terms, conditions, privacy policies or other policies that may or may not be related to the Services. We encourage you to be aware of such agreements when you connect third-party services to the Services. We cannot and do not have control over, nor do we assume any responsibility or risk for content, accuracy, practices, opinions, or policies of any third-party applications or services that you may be exposed to when you interact with the Services. Your interactions with third-party organizations and/or individuals found on or through the Services are solely between you and such organizations and/or individuals. You agree that we shall not be responsible for any liability for any loss or damage associated with any such interactions.

Termination

You are free to stop using the Services at any time. You understand and agree that we may or may not delete your User Content in the event that you stop using the Services. In the event that we elect to terminate your account, we will try to provide advance notice to you prior to termination so that you are able to retrieve any important User Content stored in your account. You understand and agree that we may provide no advanced notice for any reason, but usually because it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of TP-Link.

Additional conditions for using Google Sheet

The following additional terms apply to our Dropship order form available via the Google Inc. (“Google”) Google Sheets (the “Google Docs”):

1. Notwithstanding anything to the contrary in these Terms, if you use the Google Docs you hereby acknowledge and agree that (i) the Google Docs relies in part on

functionality provided by Google (the "Google Functionality"), (ii) any information provided by you via the Google Docs may be shared with Google in connection with your use of the Google Functionality, and (iii) all such information shall be handled by Google in accordance with the then-current Google Privacy Policy (currently available at <https://policies.google.com/privacy>), as may be amended by Google from time to time;

2. You acknowledge and agree that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Google Docs;
3. In the event of any failure of the Google Docs to conform to any applicable warranty, including those implied by law, you acknowledge that Google has no warranty obligation whatsoever with respect to the Google Docs;
4. You acknowledge and agree that TP-Link, and not Google, is responsible for addressing any claims you or any third-party may have in relation to the Google Docs and that Google will not be liable to you for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Google Docs.

Complaint and dispute

Dispute procedure

1. If you would like to dispute from your received invoice, please send an email to order.au@tp-link.com. Any dispute should be made before the overdue date of the invoice.
2. Once we received your request for the dispute, we will acknowledge you an email to tell you we have received your submission.
3. We will start the investigation for the case. Base on the result of the investigation, we will contact you again by email for resolving the problem.

Your acceptance

These Terms of Use (the "Terms") are a binding contract between you and TP-Link (the "Agreement"). If you do not agree to and accept all of the Terms, you do not have the right to use the Services and should cease using them immediately. By using the Services in any way, you agree to the Terms. The terms shall remain in effect as long as you use the Services.