

# WARRANTY POLICY

**AUSTRALIAN MEDICAL & SCIENTIFIC LTD.**  
**ABN 28 051 991 372**

## **Goods: This warranty relates to the following Goods:**

The Dexcom G4 PLATINUM continuous monitoring system with the following components:

- |   |            |
|---|------------|
| • DEXCOM G5/G4 PLATINUM SENSOR - 4 PACK | STS-GF-004 |
| • DEXCOM G4 PLATINUM TRANSMITTER        | STT-GL-004 |
| • DEXCOM G5 MOBILE TRANSMITTER KIT      | STT-GF-004 |
| • DEXCOM G4 PLATINUM RECEIVER KIT-ENG   | STK-GL-109 |
| • DEXCOM G5 MOBILE RECEIVER KIT-ENG     | STK-GF-109 |

## **Entity providing this warranty:**

Australasian Medical & Scientific Ltd ABN 28 051 991 372 (“AMSL”, “we”, “us”, “our”) warrants that the Goods will be free from defective workmanship and materials.

## **Australian Consumer Law**

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.

Save to the extent permitted by law, nothing in this warranty is intended to modify, restrict, replace or remove your rights under the Australian Consumer Law and the Australian Consumer Law applies to the extent of any conflict with this document.

## **Warranty against defects:**

AMSL will, at its option, either repair or replace any defective Goods or part thereof with a new, remanufactured or refurbished (the determination of which to be at AMSL’s discretion) equivalent during the Warranty Period at no charge to the Purchaser for parts or labour during the Warranty Period.

The warranty described herein shall be the sole and exclusive warranties granted by AMSL and shall be the sole and exclusive remedy available to the Purchaser in addition to other rights and remedies of the Purchaser under a law in relation to the Goods to which this warranty relates.

Neither the sales personnel of the Seller nor any other person is authorised to make any warranties other than those described herein, or to extend the duration of any warranties beyond the Warranty Period on behalf of AMSL.

Correction of defects, in a manner and for the Warranty Period described herein, shall constitute complete fulfillment of all liabilities and responsibilities of AMSL to the Purchaser with respect to the Goods and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall AMSL be liable, or in an

way responsible, for any damages or defects in the Goods which were caused by repairs or attempted repairs performed by anyone other than AMSL or an authorised service provider.

AMSL shall not be liable or in any way responsible for any incidental or consequential, economic or property damage, except where AMSL is in breach of the guarantees provided to the Purchaser in accordance with Schedule Two of the Competition and Consumer Act 2010 (Cth), or applicable legislation from time to time.

### **Warranty/Expiry Period:**

The Warranty Period for the Purchaser to make a claim pursuant to this warranty for material defects and workmanship in the Goods is as follows:

- a) The Dexcom G5/G4 PLATINUM Sensors (Product Code STS-GF-004) – expiry of 12 months from date of manufacture;
- b) The Dexcom G4 PLATINUM Transmitter (Product Code STT-GL-004) – warranty of 6 months from date of shipment from AMSL warehouse;
- c) The Dexcom G5 Mobile Transmitter (Product Code STT-GF-004) – warranty of 3 months from date of shipment from AMSL warehouse;
- c) The Dexcom G4 PLATINUM Receiver (Product Code STK-GL-109) – warranty of 12 months from date of shipment from AMSL warehouse;
- d) The Dexcom G5 Mobile Receiver (Product Code STK-GF-109) – warranty of 12 months from date of shipment from AMSL warehouse;

NOTE: If you receive a replacement Transmitter or Receiver for an in-warranty Transmitter or Receiver, any remaining warranty on the original Transmitter or Receiver shall transfer to the replacement Transmitter or Receiver.

The warranty for the Goods is available only to the original retail Purchaser. This warranty does apply to any appearance of the supplied Goods nor to the additional excluded items set forth below nor to any supplied Goods the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service handling, or which has been altered or modified in design or construction.

In the event that the Goods are repaired or replaced due to a defect in the Goods, the Warranty Period will not be extended.

### **Additional Items Excluded from Warranty Coverage:**

The Warranty coverage does not apply to the Goods when:

1. Changes or modifications to the Goods by the Purchaser or any third person after date of manufacture;

2. Services or repairs performed by any person or entity other than an AMSL authorised service provider;
3. Force Majeure or other event beyond the control of AMSL or which occurs after the Goods have left the control of AMSL;
4. Accidents, negligence, misuse, unusual physical, electrical or electromechanical stress or abuse of the Goods by the Purchaser or any other third person, including but not limited to, improper storage of or physical abuse such as dropping or otherwise damaging the Goods;
5. Normal “wear and tear”, including but not limited to cosmetic damage such as scratched display lenses and/or scratched paint;
6. Death or injury to persons resulting from any cause other than proving negligence of AMSL’s, its employees or representatives;
7. External corrosion or the like occurs;
8. Defects caused by the supplied Goods being subjected to any of the following; unauthorised modifications or connections, unauthorised opening or repair, repair by use of unauthorised parts, or other acts beyond AMSL’s reasonable control (including but not limited to damage by fire, flood etc.);
9. Equipment that has the ID number removed or made illegible;
10. All surfaces and other externally exposed parts that are scratched or damaged due to normal use; and
11. Water damage to the transmitter beyond the specifications listed in the Dexcom G4 PLATINUM CGM System User’s Guide, a copy of which can be found at [www.dexcom.com](http://www.dexcom.com) or [www.amsldiabetes.com.au](http://www.amsldiabetes.com.au). Contact AMSL Diabetes to request a copy of this.

### **Warranty Claim:**

In order to enforce the rights under this warranty, the Purchaser must provide proof of purchase to AMSL, serial number/ID number/lot number of the product and buyer’s full name and address. The proof of purchase must state the date of purchase of the Goods, provide a description of the Goods and the price paid for the Goods. A claim made by a Purchaser during the Warranty Period can be done by calling AMSL on 1300 851 056 or can be made in writing to AMSL and sent to:

**Diabetes Customer Care Division**  
**Australasian Medical & Scientific Ltd**  
**PO Box 5197**  
**CHATSWOOD WEST NSW 1515**  
**Facsimile: 02 9882 3999**  
**Email: [diabetes@amsl.com.au](mailto:diabetes@amsl.com.au)**

Upon receipt of the claim, AMSL will record and acknowledge that the claim has been lodged by the Purchaser. The claim must be made within 5 days after the Purchaser has found a fault in the Dexcom G4 PLATINUM system. AMSL will then assess the claim and let the Purchaser know of the outcome and/or request further information from the Purchaser within 1-2 working days. The cost of transportation of the Goods will be borne by AMSL. AMSL may then repair, replace or refund the Goods depending on the nature of the claim. If the claim is found not to be valid, the Purchaser will be advised accordingly.

**This warranty document has been updated and is effective from April 2017**