

# Terms & Conditions

## Internet Hardware



This Hardware Terms and Conditions document (**Terms**). In these Terms the words 'we', 'our', 'us' 'Node1' and 'Node1 Internet' are all references to Node1 Internet ABN 43 620 671 374 and/or its related bodies corporate.

These Terms apply to any customer who purchases hardware equipment from Node1 Internet (**you, your, Customer**) in connection with internet services and are subject to the terms and conditions set out in Node1Internet's [Standard Form of Agreement](#).

### 1. Hardware Types and Compatibility

Node1 Internet offers different hardware devices at an additional cost based on your internet service technology type. These include:

- TP-Link Modem Router – Compatible with copper-based services (e.g., FTTN, FTTB) and VoIP
- Eero 7 Router – Compatible with fibre-based services (e.g., FTTP, HFC). Note: Eero 7 is not compatible with copper-based services and cannot be used with VDSL connections without a bridged modem

(all referred to as **Hardware, router or device**).

The Hardware provided is selected based on a Customer's service type and is not interchangeable between technologies.

### 2. General Conditions

The Hardware we supply and their associated supplied accessories including cables and power supply units are covered by a manufacturer's warranty in addition to any guarantees that apply under Australian Consumer Law.

When you purchase Hardware from us, responsibility for the device passes to you as soon as you receive it, and full ownership of the device passes to you when you have paid for it in full.

The manufacturer may release new software (firmware) for the device periodically for security improvements, compatibility and to resolve known bugs. It is your responsibility to make sure that your device is kept up to date. You can contact us for help updating firmware on your device. In some cases, we may require an update to your device. If there is an associated cost with this, we will notify you in advance.

Hardware purchases will be billed up front, separate from any monthly plan fees.

### 3. Setup and Support

TP-Link routers are pre-configured for plug-and-play use.

Eero routers require customer setup via the Eero app. Node1 Internet may assist with setup at its discretion.

The manufacturer may release new software (firmware) for the device periodically for security improvements, compatibility and to resolve known bugs. It is your responsibility to make sure that your device is kept up to date. You can contact us for help updating firmware on your device. In some cases, we may require an update to your device. If there is an associated cost with this, we will notify you in advance.

### 4. Warranty

In addition to any guarantees under the Australian Consumer Law (see below), the Hardware (including cables, power cord and accessories provided with the Hardware) is covered by a repair and replacement warranty against defects in workmanship and materials as follows:

- TP-Link Modem Router – 24 months
- Eero 7 Router – 24 months

(**Warranty Period**).

This warranty does not cover damage caused by misuse, unauthorised modifications, or use with incompatible services. Damage that is caused by an event outside of Node1 Internet's control (e.g. fire, flood, power surges, lightning strike) is also excluded.

If your device is damaged, you can still contact us for assistance. We may be able to assist you to purchase a replacement device.

In some cases, you may still have rights under the Australian Consumer Law. This section does not prevent you from exercising those rights.

### 5. Australian Consumer Law

Your legal rights under the Australian Consumer Law include a guarantee that products you purchase will be fit for purpose, safe, durable, acceptable in appearance, and free from defects for a reasonable period. This period may exceed the warranty period, depending on factors such as the cost of the product and the type of the product.

If a product doesn't meet a consumer guarantee, you are entitled to a remedy. The remedy may differ depending on the type of fault. If it's a major fault, you can choose whether to have the product repaired or replaced, or if you would prefer a refund. For a minor fault, the type of remedy offered is at our discretion, but may be a replacement, repair or refund.

#### Major faults

Major faults include a fault that would make the product unsafe, substantially unfit for the type of purpose the product would typically be used for or would normally have stopped someone buying the product if they had been aware of the extent of the fault beforehand.

### 6. How to Claim and Return Faulty Devices

Please contact us for help as soon as you are aware that your device may have a fault or defect. Our team will troubleshoot with you to determine if it is likely that there is a fault.

If it appears that a device is likely to be faulty, and the device is within the Warranty Period, we will send you a replacement device along with a return satchel for your faulty device. You must return the faulty device to us within 30 business days, or you may be charged for the replacement. Devices must be returned by post or freight – we will not accept device returns in person or left onsite at our operating premises.

You are responsible to ensure your device is wrapped and packaged securely, and returned with all supplied cables,

accessories and the original power supply, and the original box (if possible). Please pack the items carefully, as we will not be responsible or liable for items that are damaged in transit.

You will need to pay for the return postage upfront. Please send us a photograph of the receipt, and when your return is processed, we will credit you for the cost of postage if your return is eligible.

#### **Testing and assessing the device**

When we receive the faulty device, we will test it. If the fault is not covered by the warranty, such as a fault caused by water damage, impact/drop damage, voltage damage/lightning strike, device misuse, or something else that is not covered, you will be charged the full cost of the replacement device plus the postage costs associated with the return. We will not reimburse you for the postage cost you incurred to return the device to us in this circumstance.

We reserve the right to repair the device, or to replace it with a refurbished device.

We will replace your device with the same model or an equivalent model if your device is not in stock.

### **7. Returning a Non-faulty Device (Change of Mind Refund)**

Under consumer law, we are not obligated to provide a refund if you have changed your mind about your purchase, or if you have purchased the wrong device from us because you did not discuss the purchase with us to work out if the device is suitable. However, we will consider a change of mind refund when:

- you originally purchased the device from us.
- the item is returned to us within 10 days of purchase.
- you discuss the return with us before sending us the device, and we confirm you can return it for a change of mind refund.
- you pay for all costs associated with posting the device back to us.
- you ensure that your device is wrapped and packaged securely (we will not be responsible or liable for items that are damaged in transit)
- devices are returned by post or freight (we will not accept device returns in person or left onsite at our operating premises)
- the device is returned to us in as-new condition, complete with everything that was originally supplied including the box, cables, documentation, Wi-Fi/network security card and power supply. You must not mark or write on the box or damage it. **Do not send your device back to us if it is damaged, marked or incomplete, as it will not be eligible for a change of mind refund.**

We will inspect the device when we receive it and determine if it is eligible.

A refund will be issued after the eligible item has been returned to us for change of mind refund. This refund can be issued as credit to your Node1 Internet account, or as a refund to your credit card or bank account at your request.

If the device is returned to us incomplete or damaged (including damage to the box) we will decline a change-of-mind refund. We can arrange to return the device to you via post at your expense.