

PROMAC
ATF THE PP & DJ MARCELIS FAMILY TRUST

LIMITED WARRANTY POLICY
Effective 1st day of January 2012

This Limited Warranty applies only to new products* distributed by Promac Pty Ltd ("Promac"). It is a condition of this Limited Warranty Policy that the purchaser read the owner's manual for the product and only use the product to the extent or for the purposes stated therein. The purchaser must also ensure that all servicing requirements are completed as listed in the owner's manual (said servicing is at the owner's expense). We recommend that all servicing is completed by an authorised service agent and that records of said servicing are retained by the purchaser as proof in the event of a warranty claim.

Whilst the owner's manual, packaging, and/or other documentation supplied with Promac products may provide details in respect of a Limited Warranty, the terms set out herein supersede these matters, and this Limited Warranty applies in their place. This warranty is no less advantageous than otherwise described in such other documentation.

Promac agrees, subject to the terms and conditions specified below, to repair or replace at Promac's cost, the product purchased by you when the product does not perform in accordance with its specification during the limited warranty period, due to any fault in manufacturing, materials and/or workmanship. Promac is not liable to repair or replace products that the purchaser uses in a manner that is inconsistent with the owner's manual or in the circumstances set out in paragraphs 1a-1g below.

The benefits to the purchaser under this warranty are in addition to other rights and remedies under the *Competition and Consumer Act 2010* (Cth).

The limited warranty period, within which a defect in the product must appear, commences from the date of purchase and ceases on expiration of the specified term below.

The Limited Warranty Period

- Generators – 12 months
- Torini Engines – 3 years
- Sharpening Machines – 7 years
- Construction Lasers – 3 years
- Measuring Equipment – 6 months
- Spirit Level Vials – Lifetime
- Power Tool Accessories – 6 months
- Sharpening Accessories – 6 months
- Mitre Saws – 6 months
- Collapsible Squares – 6 months

The purchaser's attention is drawn to the following

To the extent permitted by law and subject to this Limited Warranty, and as part of the terms of the sale of the equipment or part thereof: Promac shall not be liable for any form of loss, damage, cost, injury or harm of any kind (whether direct, indirect, special or consequential) howsoever arising from the use or supply of the equipment to the purchaser.

Exclusions to Limited Warranty Policy

This Limited Warranty will not apply where the equipment or any part thereof:

- 1a Fails due to an accident (including liquid spillage), abuse, misuse, neglect or normal wear and tear;
- 1b Has been used in a manner other than for which it was originally designed;
- 1c Has been tampered with or is otherwise than as supplied by Promac;
- 1d Where any damage, malfunction or other failure of the equipment or any part thereof resulted directly or indirectly from unauthorized persons, adjusting or failing to adjust any part requiring normal maintenance and service (examples include adjustment of tappets, air filter maintenance, lubrication and tightening of screws, nuts and bolts);
- 1e Malfunctions due to the use of defective or incompatible accessories;
- 1f Is damaged by lightning or thunderstorm activity; or
- 1g Has been transported to a country where no authorised Service Agents exist.

Claiming warranty

This Limited Warranty may be claimed on in the following manner:

- 2a In order to make a claim under this Limited Warranty, the purchaser must deliver the equipment or any part thereof to Promac and pay all costs of transportation and all costs incidental to making a claim under this Limited Warranty. The purchaser must first contact Promac (contact details described above) and request the delivery address.
- 2b The purchaser must deliver to the repair agent written reasons why the purchaser considers that the purchaser has a claim under this Limited Warranty and must provide all necessary details, including:
 - *The place, date and from whom the unit or part was purchased.*
 - *The unit or part involved, Model and Serial Number.*
 - *The defect, malfunction or failure in respect of which the claim is being made.*
 - *Proof of service of the unit or part (if applicable)*
 - *Proof of purchase in respect of the unit or part.*
- 2c If the Limited Warranty claim is valid, the repair agent will carry out repairs and return the product at no charge to the purchaser. These repairs are limited to the Limited Warranty fault identified and as such will not include any other faults due to misuse, abuse, failure to maintain, fair wear and tear or the replacement of serviceable items such as oil, Spark plugs, air filters, fuel etc.

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 for 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.

* Flai, Armeg, Nobex, BMI, Tormek and Promac are all brand names of products distributed by Promac

Note # Units which are failing to perform in accordance with specification due to **non-warrantable** causes will be subject to freight, repair and or quote charges.