

# WARRANTY STATEMENT 16 October 2023

Würth Australia Pty Ltd (ACN 002 487 096) (**Würth Australia**) is proud to offer this warranty on all Würth branded products (**Goods**).

## What is covered by this warranty?

Würth Australia warrants the Goods against defects in materials and workmanship for the following periods, from the date of purchase:

Pneumatic Tools	12 months
Electrical Tools	12 months
Master Cordless Tools	24 months
Hand Tools	12 months
M-Cube Cordless Tools	Lifetime
Corded Grinders	24 months
Coolius Units	24 months
All other Würth branded products	12 months
Tool Repairs (trade)	3 months

Würth also provides a warranty on wear and tear (in normal usage conditions) on M-Cube skins and batteries / chargers:

- 60 months for skins; and
- 24 months for batteries and chargers.

'Wear and tear' means any damage or depreciation that naturally and inevitably occurs as a result of normal wear or aging when the product / component is being used competently, with care and in accordance with all recommendations and guidelines.

The warranty periods set out above are referred to in this document as the "Warranty Period".

These warranties are only available to the person or entity that originally purchased the Good directly from Würth Australia.

Würth Australia will, at its option, exchange, repair or replace any Good which, upon examination by Würth Australia, is deemed to meet the requirements of this warranty during the Warranty Period. Repairs or replacements are warranted for the remainder of the original Warranty Period.

## What is not covered by this warranty?

This warranty does not apply to a Good that:

- has not been purchased directly from Würth Australia;
- has been modified, altered or changed after purchase from Würth Australia; or
- has had the serial number removed, altered or made illegible (unless proof of purchase from Würth Australia can be verified by the person claiming the warranty).

This warranty will not apply if any of the following occur:

- damage is caused by abuse, misuse, improper application, accidental damage or lack of maintenance;

- repair, maintenance, installation, commissioning or servicing is carried out by a person other than an official Würth Australia approved repairer;
- failure to use or maintain the Good in accordance with the manufacturer's instructions or recommendations (including servicing recommendations);
- the Good is used in an application that is not fit for purpose, including but not limited to observance of correct tensile strength ratings, suitable DIN / ISO standards, metric / imperial specifications, recommended tightening torques, or appropriate chemical product use;
- the Good has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories;
- damage is caused by sand, water damage, contaminated air, rust corrosion, fire, vermin and / or insect infestation, power outages or surges or inadequate or improper voltage or current;
- the Good has been stored incorrectly, including but not limited to exposure to high or low temperatures, incorrect UV or other light, or excessive moisture as per the manufacturers' recommendations or stipulations of the safety data sheet (where applicable);
- the Good is used on or after the expiry or use-by date or outside of the recommended usage period after the date of manufacture as indicated on the Good (where applicable);
- all recommended preparation and / or treatment processes have not been carried out as per the manufacturer's instructions;
- the Good or packaging has been modified in such a way that renders any prior specification, rating or classification void. This includes, but is not limited to Dangerous Goods, Flammability rating or Safe Transport classifications (as marked on the packaging); or
- the Good has otherwise been damaged after it left the possession of Würth Australia and its representatives.

Note that other than in respect of M-Cube skins, batteries and chargers, the warranty does not apply to wear and tear, including and not limited to carbon brushes, rotor blades, drive tips, air nipples, bearings, seals and O-rings, which must be regularly inspected so that the wear and tear on such parts do not lead to a failure.

## Customer's responsibilities

You must use and maintain the Good in accordance with the relevant manual, technical specifications, service guidelines and any other information supplied to you by Würth Australia and/or the manufacturer on purchase.

You must not attempt to repair a Good covered under this warranty yourself. Doing so may cause damage which is not covered by this warranty. Only service agents authorised by Würth Australia are to perform service or repairs on the Good.

### How will a valid warranty claim be honoured?

If you submit a valid claim under this warranty, Wurth Australia will, at its option:

- repair the Good; or
- replace the Good with a Good that is at least equivalent to the original Good in function and quality. When a Good or component is replaced, any replacement item becomes your property and the replaced item becomes Wurth Australia's property.

### How do you lodge a warranty claim?

To make a claim under this warranty, you must contact Wurth Australia and your claim:

- must be in writing to the address listed at the end of this warranty statement;
- include the relevant invoice(s) or proof of purchase; and
- include a Return Authorisation Number supplied by Wurth Australia.

As part of your claim, it is mandatory that you return the Good to Wurth Australia, unless otherwise agreed with Wurth Australia that the item does not need to be returned. Wurth Australia will bear the costs associated with returning the Good. In order for Wurth Australia to bear the cost, the transport arrangements for return of the Good must be made by Wurth Australia. The customer may be required to package the item for safe transport at the customer's expense.

Once your claim is received, a representative of Wurth Australia or one of our authorised service agents will determine whether your warranty claim is valid and, if it is, will inform you how Wurth Australia will honour it.

Wurth Australia's warranty only covers replacement or repair of the Good. If Wurth Australia determines that the warranty claim is valid, it will also cover the cost of having the replacement or repaired Good delivered to you. If the warranty claim is not valid, the customer may elect for the good to be repaired at an agreed cost. For air tools, if the warranty claim is denied and you reject the repair quote, then the tool will be returned unassembled.

After you lodge a warranty claim, Wurth Australia or its authorised service agent may, before determining whether the warranty claim is valid, require that you respond to questions designed to assist with diagnosing potential faults / assessing the claim. You must respond to all requests promptly.

Please note, you may be responsible for return shipping costs if the warranty claim is deemed invalid.

### General

The benefits given by this warranty are additional to other rights and remedies that you may have in relation to our Goods. 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.

This warranty is provided by:

Wurth Australia Pty Ltd (ACN 002 487 096)

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