

Warranty Against Defects

Terms & Conditions

Air & Allied Sales (Pacific) Pty Ltd ("Air & Allied") as the importer for this specific product, provides this warranty against defects in respect of this new product, as purchased by you and as supplied by Air & Allied, or through an authorised Air & Allied Distributor, throughout Australia, to be free of defects in material and workmanship during the period described below, except those products listed under Warranty Exclusions. 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 or services to which the warranty relates.

Warranty Claims

If this product is found to be defective during the warranty period, you may be able to make a claim under this warranty. Subject to the limitations and exclusions as clearly stated within this Warranty, a defect found to be within the warranty period (detailed below in "Warranty Period"), will be rectified by Air & Allied, or an approved Service Agent, subject to the terms of this warranty and the following conditions are met:

- You are the original purchaser of the product either from Air & Allied or an approved Air & Allied Distributor or an approved Air & Allied Service Agent;
- You provide to Air & Allied (or an approved Air & Allied Service Agent specified by Air & Allied) the original invoice or other proof of purchase document acceptable to Air & Allied that discloses both the place of purchase and purchase date;
- The serial number of the product has not been altered, damaged or removed;
- You pay all costs associated with returning the defective product, including but not limited to, posting, freight, transporting, travel expenses or delivering the product to Air & Allied or an approved Air & Allied Service Agent, as well as the costs of returning the repaired or replacement product to you, installation, hiring of tools and insurance related to the product (Air & Allied does not reimburse these costs), Air & Allied does not cover any costs you may incur claiming the warranty;
- The product has been correctly and regularly maintained, not misused, abused, adjusted or serviced by any person other than Air & Allied or an Authorised Service Agent; and
- The product had been installed correctly and used in accordance with any operational and safety instructions supplied.

If the customer cannot deliver the product to Air & Allied or its approved Service Agent, written notice must be given to Air & Allied at the address as shown in the footer of this document. The customer must not, unless instructed by Air & Allied, ship the product or parts of the product directly to Air & Allied or its authorised Service Agent.

If Air & Allied or its approved Service Agent, specified by Air & Allied, and after consultation with Air & Allied, determines that the product is indeed defective, Air & Allied will, at its choice, repair or replace the product.

How to make your claim

To make a claim under this warranty, you should:

Telephone: (07) 3272 7999 and advise the person answering your call that you wish to make a warranty claim, and follow the instructions of the relevant person so we can promptly assist you with your claim. Please note you are responsible for the cost of this call.

Warranty Period

The warranty period for this product is a period of 12 months from the date of purchase of this product. To be eligible to claim a Warranty, your claim must be received by us before the warranty period expires. Any replacement (but not repaired) product supplied by Air & Allied under this Warranty shall be covered by the warranty terms supplied with the original supplied product (if any). Air & Allied will correspond the date of sale of this product (and supply of replacement product) with the serial number of the product. You will be required to provide the serial number for the product, when making a claim under this Warranty. The repair or replacement of the product or parts, or the performance of service under this Limited Warranty does not extend the duration of this Limited Warranty beyond its original expiration date.

Warranty Exclusions

This Warranty does not cover defect or damage caused by or contributed to by:

- Incorrect operation or failure to operate the product in accordance with the operation, safety or instruction manual supplied with the product;
- Use of the product for a purpose that the product was not intended according to the Manufacturers Operating, Use and other specifications;
- Failure to properly maintain the product (such as regular services, oiling and lubrication);
- Operation of products with incorrect oil, grease or lubrication;
- Misuse or abuse of the product (including any defects or damage that Air & Allied determines has been caused by use outside its operating limits);

- Failure to regularly inspect the product for damage;
- Improper installation and or any damage resulting from incorrect installation of the product;
- Damage to the product caused by use of any accessory or additional part, or product used with this product;
- Use of non genuine, non authorised or non-standard spare parts, consumables or accessories with the product;
- Repair or other work carried out on the product by anyone other than Air & Allied or its authorised Service Agent(s);
- Abnormal product performance caused by ancillary equipment or other external factors;
- Incorrect voltage or modified electrical connections or systems;
- Failure or any breakage caused by overload, dropping or abusive treatment;
- Routine maintenance items;
- Normal wear and tear;
- Normal maintenance or service repairs performed by Air & Allied or an authorised Service Agent;
- Alteration or removal of parts on the product;
- Additional service work requested by the customer that is not required to satisfy the warranty obligation;
- Damage caused by storm, fire, flood, hail, atmospheric fallout, vandalism, negligence, earthquake, war, vermin, foreign matter entering the product (such as dirt, debris, and moisture) or any other outside agency.

This Warranty does not cover product(s) purchased:

- From any person other than Air & Allied or its authorised Distributor(s);
- From second hand dealers;
- Over the internet (whether from local or International sellers);
- At any auction (including any online auction sites such as eBay etc) and regardless of new or second hand condition;
- From any private seller

This Warranty does not cover any cost associated with gaining acceptable service to the product installed in restricted or unsafe locations, and if the service provided is not covered by this warranty and subject to any rights you have under the Australian Consumer Law, the customer shall pay for all related labour and material, and any other expenses associated with that service. This Warranty does not cover any products not directly imported by Air & Allied. This Warranty does not apply to spare parts, wearing parts, replacement parts, consumables or accessories for the product (including but not limited to: sanding pads, files, saw blades, bearings, blades, vanes, needles, backing pads, driver blades, chisels, cutters (of any type) and other part(s) or accessory that could be classified as a wearing part, or as a consumable or accessory).

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.

Limitation of liability

To the extent permitted by law; (i) we make no representation and give no warranty (and we exclude any implied terms) in relation to this product, including (but not limited to) any representation or warranty in respect of the quality of the product (or whether the product is of acceptable quality) or fitness of the product for a particular purpose; and (ii) our total liability to you for breach of contract, negligence, breach of a warranty or guarantee in respect of the product and for any other act or omission of Air & Allied is limited (at Air & Allied's election) to one or more of the following: (1) In connection with supply of a product by us: (A) the replacement of the product or supply of equivalent product; (B) repair of the product; (C) the payment of the cost of replacing the product or of acquiring equivalent products; (D) the payment of the cost of having the product repaired, or (2) In connection with a supply of services by us: (A) the supply of the services again; or (B) the payment of the cost of having the services supplied again.

Notwithstanding any other clause of this Warranty and to the extent permitted by law, Air & Allied excludes all liability to you for any consequential or indirect loss or damage suffered, incurred or claimed by you (including as a result of or in connection with our negligence), including but not limited to loss of profits, loss of opportunity, economic loss, any special, indirect or consequential loss or damage of any nature whatsoever, loss in connection with claims by third parties, damage to property, death and personal injury.