WARRANTY TERMS AND CONDITIONS FOR RYOBI PRODUCTS AND ACCESSORIES

Techtronic Industries Australia Pty Ltd ABN 98 002 277 509 and Techtronic Industries New Zealand Limited provide the following warranty in relation to any Ryobi product (and any accessory supplied with it) that has been purchased in Australia or New Zealand (**Product**) when the Product is determined by Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited to have a defect in its material or workmanship.

The warranty period set out in these terms and conditions commences from the date of the sale of the Product by a retailer to the consumer. To claim under this warranty, the date of purchase of the Product must be evidenced by an invoice/receipt. The warranty schedule is listed within section 9 of this document.

This manufacturer's warranty only covers Ryobi products that have been used for **Do It Yourself** (**DIY**) purposes.

Ryobi Products are intended for DIY use only. Ryobi Products are not designed or intended for commercial or trade use.

This Ryobi product warranty is only applicable to purchases from Bunnings or via Ryobi (Australia) and Ryobi (New Zealand). This warranty will not apply to Ryobi products that are purchased from Amazon, eBay and other non-authorised retailers. This Ryobi product warranty does not apply to any parallel imported product and does not apply to any Ryobi products that are not purchased from an authorised Ryobi retailer.

1. THIS WARRANTY + THE EXTENDED WARRANTY:

The benefits provided to the consumer in this warranty are in addition to other rights and remedies of a consumer under the *Australian Competition and Consumer Act 2010, the New Zealand Consumer Guarantees Act 1993* and any other laws in relation to the Products to which this warranty relates.

This warranty:

- a) covers the Product against faulty materials or workmanship; and
- b) covers the replacement of parts, the repair labour used, a refund of the price of the Product or other compensation for the remainder of the warranty period.

Important information:

 All Products have a standard warranty period; however, a consumer must register online to obtain the benefit of the extended warranty. There is no cost to the consumer for this extended warranty. Consumers do not have to register any Products to obtain the standard warranty period.

- A consumer may extend the warranty period, at no cost, for certain Products as set out in these terms and conditions, from the date of purchase. To obtain the extended warranty, the registration process must be completed within <u>30 days from the date of purchase</u>.
- Accessories and consumables including generators, corded compressors, angle grinder discs and flanges, air tools and spark plug tools, chucks, collets, fixtec systems, chainsaw and pole pruner chains and blades, bars, line trimming heads and bump knobs, spark plugs, drill bits, saw blades, edger blades and shredder blades, dust bags and vacuum fitters, brushes, O-rings, seals, bearings, allen keys, sanding paper, mower and hedge trimmer blades, are <u>excluded</u> from extended warranty periods.
- Failure to register the Product online and/or failure to submit a valid Bunnings invoice/receipt will void the warranty extension.
- This extended warranty, which is in addition to your rights at law, is not transferrable.
- Please ensure <u>ALL</u> information submitted/uploaded is correct.
- Extended warranty is **ONLY** available via online registration, offline (mailing in of warranty registration) will not be accepted.

2. TO REGISTER, AT NO COST, FOR THE EXTENDED WARRANTY PLEASE FOLLOW THESE STEPS:

- a) The first step is to create a Customer Account at ryobi.com.au/register for Australia or ryobi.co.nz/register for New Zealand.
- b) After you have created your account we will send you an email to confirm and validate your email address.
- c) Once your account is validated log into your account and register your tools.

3. THE BENEFITS OF PRODUCT REGISTRATION:

- a) **Warranty Claims** In the event that a Product may be faulty, Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited, can better service consumer claims.
- b) **Extended Warranty Program: At No Cost** If a consumer registers a Product within <u>30 days</u> of purchase a consumer is eligible to extend* the standard warranty, at no cost, upon purchase verification.

*Exclusions apply (see below)

- c) Your Safety + Product Notifications This allows Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited to contact consumers with important Product notifications, including safety information relevant to your Product.
- d) **Confirmation of Ownership** This will provide consumers with a record in case of Product loss, fire, theft, or for insurance claims.
- e) **Improved Product Development** This will help Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited continue to improve and design Products that meet consumer needs.

4. CONSUMER GUARANTEE:

For Products sold in Australia, this warranty is subject to the Competition and Consumer Act 2010.

For Products sold in New Zealand, this warranty is subject to the *Consumer Guarantees Act 1993*.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law and the New Zealand Consumer Law.

For major failures with the service, you are entitled:

1. to cancel your service contract with us; and

2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

5. HAZARDOUS MATERIAL:

Customers are responsible for the care and cleaning of their Product prior to sending it to our Tool Inspection/Service Centre.

Products that are not clean and contain or have come into contact with a hazardous substance (in our opinion) will not be inspected, serviced or repaired and will be returned to the Customer.

It is an Occupational/Work Health and Safety risk to inspect a Product that has come into contact with a hazardous substance.

Any Product being sent to us must be cleaned to a safe and satisfactory level. Where a Product contains an unknown particulate/s (such as Asbestos, Silica Dust and other similar hazardous material) you must provide evidence showing the Product has been professionally cleaned.

Techtronic Industries Australia Pty Ltd and Techtronic Industries New Zealand Limited reserve the right to refuse to inspect, repair or service tools which have been exposed to a hazardous substance (in our opinion) such as asbestos.

6. *THIS WARRANTY WILL NOT APPLY IF:

- a) the Product is used for commercial and/or trade use (Ryobi products are only designed and intended for DIY use);
- b) the Product fault, failure or damage is caused as a direct result of any repairs to the Product are made or attempted by a service provider other than Techtronic Industries Australia Pty Ltd, Techtronic Industries New Zealand Limited or an authorised service centre;

- c) the Product is subject to normal wear and tear. Wear and tear due to excessive use. Parts including, but not limited to carbon brushes, bearings, seals and O rings must be regularly inspected so that the wear and tear on such parts do not lead to failure of the tool. For optimum performance, the tool should be inspected regularly by an authorised service centre;
- d) the Product has not been used or maintained in accordance with the manufacturer's instructions as provided with the Product;
- e) the consumer uses the Product in an abnormal manner for example if the Product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure;
- f) damage to the Product is caused by sand, water damage, rust corrosion, fire, vermin and/or insect infestation, power outages or surges, or inadequate or improper voltage or current;
- g) the Product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories;
- h) the Product is tampered with any way or if the damage has been caused by an extraordinary event or circumstance beyond the control of the consumer or Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited;
- i) the Product's serial number, as applied by the manufacturer, has been altered or removed from the Product; or
- j) The Product is purchased outside of Australia or New Zealand.

7. EXCLUSION OF IMPLIED WARRANTIES:

To the full extent permitted by law, all warranties, conditions and other terms express or implied by statute, custom or common law are excluded. Nothing contained in these terms and conditions excludes or restricts any consumer guarantee, warranty, condition, right or remedy under any statute (including the *Australian Competition and Consumer Act 2010* and the *New Zealand Consumer Guarantees Act 1993*) which cannot be excluded, provided that, to the extent that the statute permits Techtronic Industries Australia Pty Ltd and Techtronic Industries New Zealand Limited are entitled to limit its liability as set out in clause 5 below for a breach of a guarantee, condition or a warranty implied by that statute.

8. UNDER THIS WARRANTY:

(a) The Products covered by this warranty will be repaired, during normal business hours at the premises of Techtronic Industries Australia Pty Ltd, Techtronic Industries New Zealand Limited or an authorised service centre without cost to the consumer for parts and repair labour.

(d) The consumer is responsible for freight costs and insurance costs if the Product has to be returned for repair/inspection to Techtronic Industries Australia Pty Ltd, Techtronic Industries New Zealand Limited or the authorised service centre unless the cost of returning, removing or transporting the Product is significant.

(c) Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

9. TO CLAIM THIS WARRANTY:

- a) A consumer may present the sales docket receipt and Product to the point of sale store, Techtronic Industries Australia Pty Ltd, Techtronic Industries New Zealand Limited, or, an authorised service centre.
- b) For Service in Australia the consumer should refer to the Ryobi web site or contact the Australian Customer Support line on 1300 MYRYOBI (1300 697 9624) to obtain the nearest authorised service centre.
- c) For Service in New Zealand the consumer should contact the New Zealand Hotline Application on 0508 MYRYOBI (0508 697 9624) to obtain the nearest authorised service centre.
- d) We may also require further information from you, such as your contact details which can include the following:
 - phone number;
 - address;
 - email address.

This Ryobi product warranty and the Ryobi extended product warranty is only applicable to purchases from Bunnings or via Ryobi (Australia) and Ryobi (New Zealand). Techtronic Industries Australia Pty Ltd and Techtronic Industries New Zealand Limited will honour all warranty claims that are submitted by a consumer in accordance with these terms and conditions.

SCHEDULE TO WARRANTY TERMS AND CONDITIONS FOR RYOBI PRODUCTS AND ACCESSORIES

The schedule outlining the warranty period is set out below and is applicable as of the 1st of June 2017 for all purchases from Bunnings Warehouse:

Product type	Warranty Period	Extended Warranty Period
Corded power tools	4 years	N/A
Cordless NiCd & NiMH power tools excluding batteries and chargers	4 years	2 years
Cordless lithium-ion power tools, excluding batteries and chargers	4 years	2 years
Engine powered Products	2 years	N/A
Digital Measuring Tools	2 years	N/A
NiCd & NiMH batteries and chargers	3 years	N/A
Lithium-ion batteries and chargers	3 years	N/A

The following accessories and consumables have a 3-month warranty period:

Power tool accessories and attachments
brushes

- generators
- compressors
- angle grinder discs & flanges
- spark plugs
- drill bits
- dust bags & vacuum fitters
- chucks
- bars
- mower & hedge trimmer blades

- O-rings, seals & bearings
- allen keys
- sanding paper
- air tools & spark plug tools
- collets
- fixtec systems
- chainsaw & pole pruner chains & blades
- line trimming heads & bump knobs
- saw blades, edger blades & shredder blades

TECHTRONIC INDUSTRIES AUSTRALIA PTY LIMITED

WARRANTY REGISTRATION FORM

THIS WARRANTY SHOULD BE RETAINED BY THE CUSTOMER AT ALL TIMES

For your record and to assist in establishing date of purchase (necessary for in-guarantee service) please keep your purchase docket and this form completed with the following particulars:			
Purchased from:			
Address of dealer:			
Purchase date	Model number	Serial number	
PRESENT THIS FORM WITH YOUR PURCHASE DOCKET WHEN WARRANTY SERVICE IS REQUIRED.			

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