

Guarda FTR095 Powercutter

AUS Operative Warranty



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GUARDA

WORK HARD. BREATHE EASY.

WWW.GUARDASYSTEMS.COM

OPERATIVE WARRANTY



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.

In addition to the minimum conditions or warranties expressed or implied by the Australian Consumer Law relating to the sale of products of this kind in Australia, Envirochasing Sales Pty Ltd ACN 168 778 416 of 38 Hensbrook Loop, Forrestdale, WA, 6112 ("T/A GUARDA SYSTEMS") provides the following additional warranty in support of the FTR095 Powercutter product supplied by GUARDA SYSTEMS within Australia (**Product**):

1. WARRANTY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP

- 1.1. GUARDA SYSTEMS warrants that, subject to the terms and conditions of the warranty set out in this document for a period of 12 months from the date of supply of the Product to the party who purchased the Product from GUARDA SYSTEMS (you):
- (1) the product will be free from defects in materials and workmanship and fit for its intended purpose; and
 - (2) if the Product has deteriorated due to defects in materials and/or workmanship it will be replaced or repaired without cost to you or you will be refunded the price you paid for the product.

2. EXCLUSIONS AND LIMITATIONS

- 2.1. This warranty is not transferable to any subsequent owner of the Product.
- 2.2. This warranty does not cover the cost of claiming under the warranty or freight costs.
- 2.3. This warranty excludes belts, bearings, filters and spark plugs and does not cover the repair or replacement or any refund in respect of these items.
- 2.4. This warranty will be void where:
 - (1) the Product has not been used strictly in accordance with the Operating Manual supplied with the Product;
 - (2) the Product has been subjected to misuse, negligence or accident by you or any third party; or
 - (3) the Product has been modified, repaired or altered by you or any third party
- 2.5. GUARDA SYSTEMS will not be liable under this warranty for any damages, losses, costs or expenses including, without limitation, loss of market, loss of profit, loss of production or for any financial or economic loss including indirect or consequential loss or damage which may be suffered by you or by any third party arising out of or in any way connected with failure of the Product or any defect in materials and workmanship except as provided by this warranty.
- 2.6. The obligations of GUARDA SYSTEMS under this warranty will be limited to one of the following at the election of GUARDA SYSTEMS:
 - (1) repair of the Product; or
 - (2) provision of a replacement Product or, where this is not possible for any reason, the provision of an equivalent product; or
 - (3) a refund of the price you paid for the Product.
- 2.7. Notwithstanding any other provision of this warranty, GUARDA SYSTEMS' liability arising from, under or in connection with this warranty will be limited to the full replacement value of the Product.
- 2.8. You acknowledge that GUARDA SYSTEMS is not the manufacturer of the Product. To the extent permitted by law, GUARDA SYSTEMS will not be liable as the manufacturer of the Product.
- 2.9. This warranty is only valid and enforceable in Australia.

OPERATIVE WARRANTY



3. HOW TO CLAIM

- 3.1. To make a claim under this warranty you should promptly contact the GUARDA SYSTEMS outlet that you purchased it from or call customer service on (08) 9399 1644 upon discovery of any defect in the Product or any problem that indicates that the Product may not be fit for its intended purpose.
- 3.2. You must promptly return the Product together with your proof of purchase to GUARDA SYSTEMS to allow GUARDA SYSTEMS to inspect the Product and fulfil its obligations under this warranty.
- 3.3. GUARDA SYSTEMS and/or its representative will have a reasonable time to repair, replace or refund you in respect of any Product that GUARDA SYSTEMS in its sole discretion considers is not fit for its intended purpose or exhibits a defect in materials and/or workmanship.
- 3.4. By making a claim, you agree to accept the terms and conditions of this warranty.