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 8 of this document.

Ryobi Products are intended for DIY (Do It Yourself) use only.

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 30 days from the date of purchase.
- Accessories and consumables including generators, 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 excluded 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 ALL information submitted/uploaded is correct.
- Extended warranty is <u>ONLY</u> 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 30 days 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 come with guarantees that cannot be excluded under the consumer laws in Australia and New Zealand. The consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The consumer is 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.

5. *THIS WARRANTY WILL NOT APPLY IF:

- a) 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;
- b) the Product is subject to normal wear and tear. 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;
- c) the Product has not been used or maintained in accordance with the manufacturer's instructions as provided with the Product;
- d) 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;
- e) 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;
- f) the Product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories;
- g) 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;
- h) the Product's serial number, as applied by the manufacturer, has been altered or removed from the Product;
- i) If the Product casing or cover is opened by a person other than Techtronic Industries Australia Pty Ltd, Techtronic Industries New Zealand or an authorised service centre; or
- j) The Product is purchased outside of Australia or New Zealand.

6. 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.

7. UNDER THIS WARRANTY:

- a) If there is a major failure with the Product, the consumer is entitled to:
 - (i) reject the Products and get an identical replacement, or one similar in value if reasonably available; or
 - (ii) reject the Products and get a refund;

- (iii) keep the Products and obtain compensation from Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited for the drop in value of the Product caused by the major failure.
- b) If there is a minor failure with the Product, the consumer is entitled, at the election of Techtronic Industries Australia Pty Ltd or Techtronic Industries New Zealand Limited, to:
 - (i) a replacement of the Product; or
 - (ii) have the Product repaired within a reasonable time; or
 - (iii) a refund of the cost of the Product
- c) 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.

8. 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.

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	
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	
Digital Measuring Tools	2 years	

NiCd & NiMH batteries and chargers	3 years	
Lithium-ion batteries and chargers	3 years	

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

•	Power tool accessories and attachments	•	brushes
•	generators	•	O-rings, seals & bearings
•	compressors	•	allen keys
•	angle grinder discs & flanges	•	sanding paper
•	spark plugs	•	air tools & spark plug tools
•	drill bits	•	collets
•	dust bags & vacuum fitters	•	fixtec systems
•	chucks	•	chainsaw & pole pruner chains & blades
•	bars	•	line trimming heads & bump knobs
•	mower & hedge trimmer blades	•	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.				

TECHTRONIC INDUSTRIES AUSTRALIA PTY LIMITED

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