



TECHTRONIC INDUSTRIES PTY LTD WARRANTY TERMS AND CONDITIONS FOR MILWAUKEE 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 Milwaukee 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 period of the warranty will commence from the date of the sale of the Product by a retailer to the consumer.

1. THIS 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.

2. 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*.

The Products 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

3. 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; or
- (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.

4. EXCLUSION OF IMPLIED WARRANTIES:

To the fullest 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 implied by 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.

5. 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, 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.

6. TO CLAIM THIS WARRANTY:

- (a) The consumer must present the sales docket receipt and product to point of sale or 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 Milwaukee website or contact the Australian Customer Support line 1300 361 505 to obtain the nearest authorised service centre.
- (c) For Service in New Zealand the consumer should contact the New Zealand Hotline Application on 0800 279 624 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 MILWAUKEE PRODUCTS AND ACCESSORIES

| Product type | Warranty period | Product type | Warranty period |
|--|-----------------|--|--------------------|
| Corded power tools | 3 (three) years | NiCd & NiMH batteries and chargers | 12 (twelve) months |
| Cordless NiCd & NiMH power tools excluding batteries and chargers | 3 (three) years | Lithium-ion batteries and chargers | 2 (two) years |
| Cordless lithium-ion power tools, excluding batteries and chargers | 5 (five) years | Power tool accessories and attachments, including chucks, collets, grinder flanges, drill bits, FIXTEC systems and dust bags | 3 (three) months |
| Cordless lithium-ion powered jackets, excluding batteries and chargers | 1 (one) year | Consumables; chucks, brushes, O-rings, seals, bearings. | 3 (three) months |



**TECHTRONIC INDUSTRIES AUSTRALIA PTY LTD
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.

MILWAUKEE ELECTRIC TOOL CORPORATION
13135 W Lisbon Rd Brookfield, WI 53005 USA

TECHTRONIC INDUSTRIES AUSTRALIA PTY LIMITED

A.B.N. 98 002 277 509
Level 1, 660 Doncaster Road, Doncaster, VIC 3108
Fax: 1800 807 993

Contact during normal business hours.
email: milwaukee@ttibrands.com.au

All Australian enquiries: 1300 361 505 (toll free)

TECHTRONIC INDUSTRIES N.Z. LIMITED

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Mangere, Auckland 2022, N.Z.
Tel: (09) 573 0230 Fax: (09) 573 0231

Contact during normal business hours.
www.milwaukeeools.co.nz

All New Zealand enquiries: 0800 279 624 (toll free)