

WARRANTIES GIVEN BY EXCALIBUR TOOLS PTY LIMITED

The following is the full terms of any express warranty given by Excalibur Tools Pty Limited.

These express warranties are given only for an individual product where the warranty is noted on the product packaging or in instruction manuals or booklets for that product or is noted for the product on the Excalibur Tools Pty Limited website.

The benefits given by the warranty are in addition to other rights and remedies you may have under the Australian Consumer Law.

What is warranted – any defects from workmanship and/or materials used in manufacture of the product warranted.

What is not warranted

- Defects arising from repairs attempted by anyone other than Excalibur Tools Pty Limited and/or repairers authorised by Excalibur Tools Pty Limited.
- Any repairs required as a result of normal use or wear and tear, for example, the replacement of brushes in a motor or sharpening
- Defects arising from where the product has been misused abused or not properly maintained.
- Defects arising from where the product has been used on a supply voltage other than that specified on the motor nameplate.
- Defects arising from where alterations have been made to the product
- Defects arising as a result of the product being used for a purpose other than that for which the product has been manufactured, as detailed in the instructions or specifications.
- Cordless batteries
- Problems arising as a result of a cutting head being attached to a motor by any person other than Excalibur Tools Pty Limited and/or repairers authorised by Excalibur Tools Pty Limited

Period of warranty – two years from the date of original purchase.

How to claim warranty – the owner must return the product to the original place of purchase, together with proof of purchase, and state in writing the claimed issues and defects.

Responsibility of manufacturer - The manufacturer will determine whether the claimed defects are a warrantable claim, and, where it is a warrantable claim, the manufacturer will repair or replace the product and return the product to the original place of purchase. Where there is a warrantable claim the manufacturer will be responsible for postage and shipping and any other reasonable costs.

Limit of warranty – the liability for all loss or damage of every kind given under this warranty is limited to the original purchase price of the product or, at the option of Excalibur Tools Pty Limited, the cost of replacing the product. Excalibur Tools Pty Limited will not be liable for any physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the operation of the product or arising from the sellers negligence or in any way whatsoever other than matters referred to in the warranty conditions.

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 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 an acceptable quality and failure does not amount to a major failure.

If the product can be repaired it may not be a major failure. For a definition of a major failure please refer to the Competition and Consumer Act 2010 Schedule 2 Australian Consumer Law Chapter 5, Part 5-4, Division 1, Sub Division A.

The consumer guarantees as referred to above and that apply to the product are-

- It will be of acceptable quality
- It will be fit for the purposes as detailed in the instructions or packaging
- It will match the description in the instructions or packaging
- The express warranties as detailed above will be honoured
- Spare parts and repair facilities for the product will be available for a reasonable time after the original date of purchase
- The purchaser will have clear title and undisturbed possession of the product and there are no undisclosed securities on the product

For further information on the above guarantees please go to the Australian Competition & Consumer Commission at www.accc.gov.au.

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