# Robert Bosch (Australia) Pty Ltd (Bosch) Power Tools

# **Voluntary Repair or Replacement Warranty**

# Applicable for purchases of specified power tools, garden tools, rotary tools, pneumatic tools and measuring tools after 1 July 2013

All Bosch power tools, garden tools, rotary tools, pneumatic tools and measuring tools are carefully checked, tested and are subject to the stringent quality controls of Bosch Quality Assurance.

# **Important Note: Consumer Protections**

If you have purchased your product in Australia, you should be aware that:

This warranty is provided **in addition to** other rights and remedies held by a consumer at law. 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.

If you have purchased your product in New Zealand, you should be aware that:

This warranty is supplemental to any other rights and remedies you have under the *Consumer Guarantees Act 1993 NZ*, unless your purchase is made for commercial purposes, in which case Bosch excludes all consumer guarantees implied in the *Consumer Guarantees Act 1993 NZ* in respect of your product.

(A reference to "Bosch" in this Voluntary Repair or Replacement Warranty is a reference to Robert Bosch (Australia) Pty Ltd, unless from the particular context it is obvious that it is being used as a trade mark or brand name.)

# Warranty

Bosch warrants, at its option, to repair or exchange those ranges of power tools, garden tools, rotary tools, pneumatic tools and measuring tools described below (**Products**) if such Products are faulty or defective in manufacture or materials during the warranty period which is also specified below.

Repair or replacement under this warranty does not extend to repair or replacement, or any cost of replacement, of consumables or accessories incorporated into or supplied with the Products (for example, drill bits or jigsaw blades).

This warranty only extends to repair or replacement of the Products. It does not extend to cover:

- any costs incurred by the end user in normal or scheduled maintenance of the Products; or
- any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses arising from breach of this warranty. Any end user concerned with this exclusion should consider the "Important Note: Consumer Protections" above.

# Warranty Period and Coverage

The following warranty period will apply in respect of the following Products in Australia and New Zealand.

- · Bosch Green Tools (including measuring tools) used solely for DIY / domestic purposes: 24 months
- Bosch Professional (Blue) Tools (including measuring tools) used for commercial / professional purposes: 12 months
- Bosch Lawn and Garden Tools: 2 years
- Skil Tools: 2 years
- Dremel Corded Rotary Tools: 5 years
- Dremel Cordless Rotary Tools: 2 years
- Dremel Non-Rotary Tools: 2 years

The warranty period commences on the date of purchase of the Product by the end user of the Product.

# **Optional Extended Warranty – Bosch Professional (Blue) Tools**

The warranty period for Bosch Professional (Blue) Tools (details of which are available at www.boschpt.com.au/warranty) may be extended from 12 months to 3 years and the warranty period for Bosch Professional (Blue) Lithium Ion batteries and chargers (details of which are available at www.bosch-pt.com.au/warranty) (collectively, **Extended Warranty Products**) may be extended from 12 months to 2 years if registered with Bosch, as follows:

- The Extended Warranty Products must be registered with Bosch within 12 months of the date of purchase by the end user.
- Registration can only be made at <u>www.bosch-pt.com.au/warranty</u> or <u>www.bosch-pt.co.nz/warranty</u>.
- This warranty extension is not available for Bosch Professional (Blue) high frequency tools, production cordless
  screwdrivers, air tools, supplied accessories and normal wear items and consumables such as jig saw blades, drill
  bits etc.

# **Warranty Conditions**

- The warranty period is not renewed or extended as a result of a warranty repair or replacement.
- The warranty is not transferable and is only offered to the original end user of the Product.
- The warranty does not extend to any Products that have been completely or partially disassembled.
- · These warranty terms cannot be amended except in writing by an authorised representative of Bosch.
- The warranty only applies to Products purchased by an end user in Australia or New Zealand from Bosch or from a reseller where the Products have been originally sold by Bosch.
- The warranty claim must meet the requirements below in respect to "How to Make a Warranty Claim."

# Warranty Exclusions

This warranty will not apply to a defect or fault to the extent to which it arises:

- due to storage, handling or installation of the Products otherwise than in accordance with instructions provided for the Products by Bosch or without reasonable care;
- due to operation, use or maintenance of the Products otherwise than in accordance with instructions provided for the Products by Bosch or without reasonable care;
- due to accidental damage or to use of the Products for a purpose or in environmental conditions for which the Products were not designed or sold, or use of the products outside the specified or normal operating ranges for such Products (such as commercial / professional use of Green Tools);
- as a result of changes which occur in the condition or operational qualities of the Products due to climate or other environmental influence, foreign material contamination or water entry or as a result of exposure to excessive heat or solvents;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products (for example, carbon brushes, o-rings or cords) or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Product which have been performed by a third party; or
- from the use of any spare parts not manufactured, sold or approved by Bosch in connection with the repair or replacement of the Product.

Neither will this warranty apply to products where damage has been caused by continued use of the products after it is known they are defective.

#### Wrong Deliveries and Transit Damage

Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be directed to Bosch's Customer Service line in Australia on **1300 307 044** or in New Zealand on **0800 543 353**.

#### How to Make a Warranty Claim

If a Product fails within the warranty period, the end user must stop using the Product and store the Product in a safe, dry environment.

The Product must be returned before the end of the Warranty Period (see Deadlines for Submitting Warranty Claims below) to the place of purchase or to a Bosch Silver Service Dealer or other Bosch Authorised Service Dealer together

with proof of purchase and documentation detailing facts relevant to the claim. To locate a Bosch Silver Service Dealer or other Bosch Authorised Service Dealer, please call **1300 307 044**.

For claims under the Optional Extended Warranty in respect of the Extended Warranty Products, a copy of the warranty confirmation certificate must also be provided with the warranty claim.

# Costs of Submitting a Warranty Claim

For invalid claims under this voluntary warranty, Bosch will not be liable for the end user's costs in making the warranty claim, including transport or return freight.

In respect of valid claims under this supplementary voluntary warranty, the end user will not be charged for costs associated with making a warranty claim, including warranty processing costs, the cost of replacement parts or freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this manufacturer's warranty may be sought from Bosch. To enquire how to make a claim for reimbursement for costs incurred in submitting a warranty claim, please call **1300 307 044** in Australia or **0800 543 353** in New Zealand. Documentary evidence in support of such claim will be required.

# **Deadlines for Submitting Warranty Claims**

Bosch aims to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring warranty failures. It is therefore critical that all warranty claims are promptly submitted to Bosch as soon as the product fails, and in any event before the end of the warranty period.

# Packaging

Products do not need to be returned with the original packaging to make a warranty claim.

# **Product Liability and Product Safety**

Bosch should be informed immediately about any potential product safety concerns within and outside the warranty period. Bosch is well aware of its product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Products.

#### Privacy

Bosch is required to seek personal information from an end user who seeks to make a claim under this warranty.

Such personal information may be used by Bosch and/or any Authorised Service Dealer (who is authorised to process warranty claims and/or carry out warranty repairs on behalf of Bosch) for the purpose of processing such warranty claim and also for the provision of customer support and further information about Bosch's products and services (**Purpose**).

If an end user does not wish to provide Bosch and/or its Authorised Service Dealer with personal information, Bosch may be unable to process the end user's warranty claim or to provide the end user with additional customer support, services and information.

Bosch is committed to protecting the privacy of personal information and will act in compliance with applicable privacy laws, including the National Privacy Principles under the Australian *Privacy Act 1988* (Cth) (as amended) and New Zealand's Information Privacy Principles described in the *Privacy Act 1993 (NZ)*.

Bosch takes security measures in order to protect any personal information collected in the warranty claim process against manipulation, loss, destruction, access by unauthorized persons or unauthorized disclosure.

Bosch will not disclose any personal information to third parties other than for the Purpose or except as required by law.

An end user has the right to access the personal information Bosch or its Authorised Service Dealers hold about them. The end user can request to see, change or modify the personal information held about them, or withdraw consent for its usage, by contacting Bosch at the Bosch Contact Details below.

#### **Bosch Contact Details**

This warranty is offered by Robert Bosch (Australia) Pty Ltd (ACN 004 315 628) of 1555 Centre Road, Clayton, Victoria 3168. Please call Robert Bosch (Australia) Pty Ltd on **1300 307 044** in Australia or **0800 543 353** in New Zealand or email at customerservice.pt@au.bosch.com if you have any queries in relation to this warranty.