### POSTAL ADDRESS FOR AUSTRALIAN RESIDENTS

TECHTRONIC INDUSTRIES AUSTRALIA PTY LTD
31 Gilby Road, Mt Waverley
Victoria, Australia 3149

## POSTAL ADDRESS FOR NEW ZEALAND RESIDENTS

TECHTRONIC INDUSTRIES NEW ZEALAND LTD
18-26 Amelia Earhart Avenue, Mangere
Auckland 2022, New Zealand

## VAX WARRANTY (AUSTRALIA & NEW ZEALAND)

Every VAX machine is backed by special customer services. VAX can handle your query over the phone.

### **VAXCARE**

Australia 1300 361 505 New Zealand 0800 800 900

Email vax\_enquiries@ttibrands.com.au

# VAX SERVICE AGENTS (AUSTRALIA AND NEW ZEALAND)

For the most up to date list of VAX Service Agents in your area go to the VAX website **www.vax.com.au** in Australia or **www.vax.co.nz** in New Zealand

If the website is not accessible, then please phone Vaxcare:

1300 361 505 in Australia,

Or 0800 800 900 in New Zealand.

#### **IMPORTANT**

Should service be required at any time please contact your nearest authorised VAX service agent rather than your retailer. They are best equipped to handle any problem and offer professional maintenance advice.

## **EXTENDED WARRANTIES**

Some retailers offer an extended warranty plan ranging from one (1) to four (4) years. These come into force at the conclusion of the manufacturer's warranty. If you have taken out one of these plans on a VAX product, please make yourself thoroughly familiar with the procedure and the date it comes into force, as this is separate from the Vax Manufacturer's Warranty. Most extended warranty plans list a contact phone number should you require work under your extended warranty plan.





## **VAX MANUFACTURER'S WARRANTY**

Techtronic Industries Australia Pty Ltd ABN 98 002 277 509 and Techtronic Industries New Zealand Limited provide the following warranty in relation to any VAX product (and any accessory supplied with it) that has been purchased in Australia or New Zealand 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.

## **VAX - WARRANTY PERIOD**



This product has a domestic repair warranty against faults in materials and manufacture for a period of one (1) year. The warranty period commences from the date of the sale of the Product by a retailer to the consumer.

Filters are covered for the first 3 months from the first date of purchase.

Subject to law, the above warranty period prevails unless otherwise stated on product packaging and instruction manual.

## THE WARRANTY (VAXCARE 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.
- (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.

#### **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.

## **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 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 below for a breach of a guarantee, condition or a warranty implied by that statute.

### CONDITIONS OF WARRANTY

If there is a major failure with the Product, then you are entitled to:

- reject the Products and get a refund;
- reject the Products and get an identical replacement, or one similar in value if reasonably available; or
- 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.

If there is a minor failure with the Product, you are entitled, at the election of Techtronic Industries Australia Pty Ltd, Techtronic Industries New Zealand Limited, to:

- a refund of the cost of the Product;
- replacement of the Product; or
- have the Product repaired within a reasonable time.

## This Warranty will not apply if:

- 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 authorised service agents.
- In the instance of normal wear and tear.
- The Product has not been used or maintained in accordance with the manufacturer's instructions as provided with the Product.
- 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. Specific examples of misuse with vacuum cleaners includes but
  is not limited to, vacuuming hot coals, cigarette butts, matches, anything hot, smoking
  or burning objects, flammable or combustible materials and concrete or plaster dust.

- 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.
- The Product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories.
- 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.
- The Product's serial number, as applied by the manufacturer, has been altered or removed from the Product.
- The Product is not used and maintained as instructed in the User Guide.

RETAIN YOUR RECEIPT AS PROOF OF PURCHASE TO VALIDATE WARRANTY CLAIMS

