

Mumme Tools Pty Ltd

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MUMME TOOLS WARRANTY

1. In this document:
 - (a) **Customer** means the purchaser of a Mumme Product to which this warranty applies or such other person as agreed in writing by Mumme Tools;
 - (b) **Mumme Tools** means Mumme Tools Pty Ltd A.C.N. 144 530 647 of 24-34 Dorset Street Lonsdale SA Australia 5160;
 - (c) **Mumme Product** means a product manufactured by Mumme Tools, supplied to the Customer and specified by Mumme Tools as being subject to this warranty.
 - (d) **Material** means a material or component used by Mumme Tools in the manufacture of Mumme Products;
 - (e) **Warranty Period** means the ordinary life of a Mumme Product or such other period as nominated by Mumme Tools in writing.
 - (f) **Workmanship** means the handling, assembling and manufacturing processes performed by Mumme Tools in order to manufacture Mumme Products.
2. Mumme Tools warrant that for the duration of the Warranty Period, the Mumme Product(s) will be free of faults arising from defects in design, Workmanship or Materials, on the terms and conditions set out in this document.
3. Should any defect due to Workmanship or Materials arise in the Mumme Product within the prescribed Warranty Period, Mumme Tools will, subject to the terms of this warranty, remedy such fault free of charge provided:
 - (a) a warranty claim is submitted in writing to Mumme Tools within 30 days of the Customer first becoming aware of the alleged defect; and
 - (b) the original proof of purchase is produced with the claim.
4. Where a warranty claim is submitted, Mumme Tools may require that the Customer immediately forward to Mumme Tools (at the Customer's expense) all documentation, evidence and material (including the relevant Mumme Product) that Mumme Tools may reasonably request to undertake its own review of the alleged defect.
5. Mumme Tools reserves the right to elect whether to repair or replace (using new and/or refurbished parts) any faulty Mumme Product free of charge or provide a refund for the faulty Mumme Product.
6. Mumme Tools will use reasonable endeavors to assess and, if relevant, complete all warranty claims with 30 days, but provides no guarantee that this will be the case.

7. This warranty does not apply, and Mumme Tools will be under no liability whatsoever if, in the opinion of Mumme Tools, the Mumme Product has been:
 - (a) maintained other than in compliance with Mumme Tools' product specifications, instructions and directions;
 - (b) handled in a manner which contravenes any direction, instruction or warning issued by Mumme Tools;
 - (c) misused, abused, altered or negligently damaged in any way;
 - (d) attached to, or used with, any third party materials or products, unless Mumme Tools has approved such integration; or
 - (e) damaged or weakened through normal wear and tear including exposure to the elements (on both exposed and unexposed surfaces) and/or where the Mumme Product is designed to degenerate (which is the case with safety hammers).
8. This warranty only applies to the standard catalogue line of products manufactured to Mumme Tools' usual specifications and not any special or customised product orders that may be placed by a Customer, including products made to any specifications specifically nominated by a Customer.
9. The Customer is responsible for all freight, insurance, taxes, duties and any costs of returning the Mumme Products to Mumme Tools or a service centre authorised by Mumme Tools for warranty repairs. Mumme Tools is only responsible for the freight costs of returning the repaired Mumme Product to the purchaser.
10. No liability (whether expressed or implied) of any nature whatsoever, is accepted by Mumme Tools for any consequential loss, damage or injury arising as a result of any fault in the Mumme Product.
11. This express warranty is incorporated into, and forms part of, Mumme Tools' Standard Terms and Conditions of Sale.
12. This express warranty is only valid within Australia, unless otherwise specified by Mumme Tools in writing.
13. If any supply made by Mumme Tools to which this warranty applies is for a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law*, nothing contained in this warranty excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law*.
14. To the extent that the Australian Consumer Law permits Mumme Tools to limit its liability:
 - (a) Mumme Tools' liability for any non-excludable condition or warranty is limited to (at Mumme Tools' option), in the case of goods, the cost of repairing, replacing or supplying equivalent goods, or payment of the cost of repairing, replacing or supplying equivalent goods to the Customer; and
 - (b) Mumme Tools excludes all other conditions and warranties implied by custom, the general law or statute.

15. The benefit of this express warranty may not be assigned or transferred and is personal to the Customer.
16. *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.*
17. This express warranty is governed by the laws of South Australia.