#### **POSTAL ADDRESS FOR AUSTRALIAN RESIDENTS**

TECHTRONIC INDUSTRIES PTY LTD
Level 1, 660 Doncaster Road, Doncaster
Melbourne, Victoria 3108

#### POSTAL ADDRESS FOR NEW ZEALAND RESIDENTS

Vax Appliances New Zealand PO Box 12806, Penrose 1642

# 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** 

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 COMMERCIAL 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 commercial 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.

The period of the warranty will vary depending on the Product. Please refer to the schedule below to determine the warranty period for your Product. The warranty period commences from the date of the sale of the Product by a retailer to the consumer.

#### VAX COMMERCIAL- WARRANTY PERIOD

Use	All Vax Commercial Rechargeable Products	Vax Commercial Power Corded Products
Commercial Repair Warranty	1 Year (excluding batteries & chargers)	1 Year

- Filters are covered for the first 3 months from the first date of purchase. Batteries, chargers, hoses and wands are covered for the first 12 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.
- The product is subject to normal wear and tear. Parts including, but not limited to carbon brushes, bearings, seals and 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.
- 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.

- 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.

RETAIN YOUR RECEIPT AS PROOF OF PURCHASE TO VALIDATE WARRANTY CLAIMS

