

# Enerpac Warranty Policy – Australia

## **ENERPAC WARRANTY POLICY – AUSTRALIA**

ENERPAC products (except electronic products and components) are warranted to be free of defects in materials and workmanship as long as they are owned by the original purchaser, subject to the exclusions and limitations detailed below. Electronic products and components are warranted against defects in material and workmanship for a period of two years from the date of purchase. This warranty is limited to new products sold by ENERPAC or an ENERPAC authorised distributor in Australia. No agent, employee or other representative of ENERPAC has the authority to in any way change or amend this warranty.

## **EXCLUSIONS AND LIMITATIONS**

This warranty does not cover damage caused by any factors beyond our control, ordinary wear and tear, overloading, alterations, (including repairs or attempted repairs by parties other than ENERPAC or its authorised service representatives), improper fluid, use of any oil in the product other than ENERPAC oil, damage where the product has been used in any abnormal, unauthorised or negligent manner or use which is contrary to instructions provided with any product. No warranty is offered and ENERPAC will not be responsible for:

- components not manufactured by ENERPAC including, but not limited to, air motors, electric motors, gasoline engines and diesel engines;
- consumable items including, but not limited to, cutter blades, nut splitter chisels, punches and dies; and
- chains.

## **TOTAL LIABILITY**

ENERPAC'S total liability in respect of this warranty against defects is limited, at its option to the replacement of the product, repair of the product or refund of the purchase price of the product. ENERPAC will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us. ENERPAC will not be liable for any costs, loss or damage incurred in connection with transportation or delivery of the product to us or our Authorised Service Centre.

## **MAKING A CLAIM**

If an original purchaser of a product believes that an ENERPAC product is defective, the product must be delivered, or shipped freight prepaid together with proof of purchase to the nearest ENERPAC Authorised Service Centre. The customer should contact ENERPAC to locate an Authorised Service Centre in the customer's area. Products that do not conform with this warranty will be repaired, replaced or a refund offered at ENERPAC's expense and absolute discretion and returned by ground transportation, freight prepaid.

## **STATUTORY GUARANTEES**

If you are a consumer for the purposes of the Australian Consumer Law this warranty is provided in addition to other rights and remedies you have 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. This warranty is provided by Actuant Australia Pty Limited, Block V, Unit 3, Regents Park Estate, 391 Park Road, Regents Park, 2143 NSW. T/ (02) 9743 8988.