



## Warranty Against Defects

### Terms & Conditions

Nitto Kohki Australia Pty Ltd (**Nitto**) provides this warranty against defects (**Warranty**) throughout Australia in respect of this product.

### Warranty Claims

If this product is defective, you may be able to make a claim under this Warranty. Subject to the limitations and exclusions listed in this Warranty, a defect in the product that appears within the warranty period (specified below) will be rectified by Nitto (or an approved Nitto Service Agent), subject to the terms of this Warranty and the following conditions are met:

- You are the original purchaser of the product from an approved Nitto Distributor or an approved Nitto Service Agent;
- You provide to Nitto (or an approved Nitto Service Agent specified by Nitto) the original invoice or other proof of purchase document acceptable to Nitto that discloses both the place of purchase and purchase date;
- You pay the costs associated with posting, transporting or delivering the product to Nitto or an approved Nitto Service Agent, the costs of returning the repaired or replacement product to you, installation, hiring of tools and insurance related to the product (Nitto does not reimburse these costs); and
- The serial number of the product has not been altered, damaged or removed.

If Nitto or the approved Nitto Service Agent specified by Nitto determines that the product is defective, Nitto will, at its choice, repair or replace the product.

### How to make your claim

To make your claim, you can:

- Telephone: (07) 3340 4600 and follow the directions of our call centre staff, including information about your nearest approved Nitto Service Agent or the correct address to which you should send or deliver this product (you must pay the costs of this call); or
- Visit Nitto's website for information about how to make a Warranty claim: [www.nitto-australia.com.au](http://www.nitto-australia.com.au)

### Warranty Period

The warranty period for this product is a period of 1 year from the date of purchase of this product (including for commercial use). Any replacement (but not repaired) product supplied by Nitto under this Warranty shall be covered by the warranty terms supplied with that replacement product (if any). Nitto matches the date of sale of this product (and supply of replacement product) with the serial number of the product. You will be required to provide the serial number for the product when making a claim under this Warranty.

### Warranty Exclusions

This Warranty does not cover defects or damage caused or contributed to by:

- Misuse or abuse of the product (including any defects or damage that Nitto determines has been caused by use outside its operating limits);
- Incorrect operation or failure to operate the product in accordance with the Nitto instruction manual supplied with the product;
- Improper cleaning of the product;
- Failure to properly maintain equipment (such as regular services, oiling and lubrication);
- Operation of products with incorrect oil or lubrication;
- Incorrect voltage or modified electrical connections;

- Improper installation or installation not in strict compliance with the installation directions that accompany the product;
- Use of non-genuine spare parts, consumables or accessories with the product;
- Failure or any breakage caused by overload, dropping or abusive treatment; or
- Repair or other work carried out on the product other than by an approved Nitto Service Agent.

This Warranty does not apply to spare or replacement parts, consumables or accessories for the product (including but not limited to: annular cutters, cutting tips, saw blades, chisels, files and sanding pads).

This Warranty does not cover products purchased:

- From any person other than an approved Nitto Distributor;
- From second hand dealers and purchases over the internet (whether from local or international sellers);
- At any auction (including online auction sites, such as eBay) and regardless of new or second hand condition; or
- From any private seller.

### **Limitation of liability**

To the extent permitted by law (including the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended from time to time): (i) we make no representation and give no warranty (and we exclude any implied terms) in relation to this product, including (but not limited to) any representation or warranty in respect of the quality of the product (or whether the product is of acceptable quality) or fitness of the product for a particular purpose; and (ii) our total liability to you for breach of contract, negligence, breach of a warranty or guarantee in respect of the product and for any other act or omission of Nitto is limited (at Nitto's election) to one or more of the following: (1) in connection with a supply of goods by us: (A) the replacement of the goods or supply of equivalent goods; (B) the repair of the goods; (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (D) the payment of the cost of having the goods repaired, or (2) in connection with a supply of services by us: (A) the supply of the services again; or (B) the payment of the cost of having the services supplied again.

Notwithstanding any other clause of this Warranty and to the extent permitted by law (including the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended from time to time), Nitto excludes all liability to you for any consequential or indirect loss or damage suffered, incurred or claimed by you (including as a result of or in connection with our negligence), including but not limited to loss of profits, loss of opportunity, economic loss, loss in connection with claims by third parties, damage to property, death and personal injury.

Nitto offers this Warranty to you in addition to all other rights and remedies that you may have as a consumer under a law in relation to the product to which this Warranty relates.

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 Nitto Kohki Australia Pty Ltd. No other person (including approved Nitto Distributors and approved Nitto Service Agents) has authority to amend the terms of this Warranty.

#### **Nitto Kohki Australia Pty Ltd**

**77 Brandl Street**

**Eight Mile Plains**

**QLD 4113**

**Phone: (07) 3340 4600**

**Fax: (07) 3340 4640**

**E-mail: [sales@nitto-australia.com.au](mailto:sales@nitto-australia.com.au)**

**Web: [www.nitto-australia.com.au](http://www.nitto-australia.com.au)**