

## **Hordern & Company Pty Ltd Warranty Policy**

**Goods:** STABILA brand Spirit Levels, Measuring Tools, Laser Tools, Electronic Modules and Devices

### **Entity providing this warranty:**

Hordern & Company Pty Ltd ABN 75 000 117 055 (“Hordern”) warrants that the Goods will be free from defective workmanship and materials.

### **Warranty against defects:**

Horderns’ Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Purchaser is 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.

Hordern will, at its option, either repair or replace any defective Goods or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to the Purchaser for parts or labour during the Warranty Period.

The warranty described herein shall be the sole and exclusive warranties granted by Hordern and shall be the sole and exclusive remedy available to the Purchaser in addition to other rights and remedies of the Purchaser under a law in relation to the Goods to which this warranty relates.

All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.

Neither the sales personnel of the seller nor any other person is authorised to make any warranties other than those described herein, or to extend the duration of any warranties beyond the Warranty Period on behalf of Hordern.

Correction of defects, in a manner and for the Warranty Period described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Hordern to the Purchaser with respect to the Goods and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise. In no event shall

Hordern be liable, or in any way responsible, for any damages or defects in the Goods which were caused by repairs or attempted repairs performed by anyone other than Hordern or an authorised service provider.

Hordern shall not be liable or in any way responsible for any incidental or consequential economic or property damage, except where Hordern is in breach of the guarantees provided to the Purchaser in accordance with Schedule Two of the *Competition and Consumer Act 2010* (Cth), or applicable legislation from time to time.

### **Warranty Period:**

The Warranty Period for the Purchaser to make a claim pursuant to this warranty for material defects and workmanship in the Goods is 10 years for aluminium profile levels, 1 year for other tools, 2 years for laser tools and for electronic modules and devices from the date of purchase.

This warranty does not apply to any appearance of the supplied Goods nor to the additional excluded items set forth below nor to any supplied Goods the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

### **Additional Items Excluded from Warranty Coverage:**

Warranty coverage does not apply when;

1. The supplied Goods are improperly handled and as a result the Goods are

\*\*\* for spirit levels – (*bent, bowed, distorted and damaged or modified and not used in accordance with the Manufacturer's instructions*)

\*\*\* other tools – (*or modified and not used in accordance with the Manufacturer's instructions, including but not limited to wearing protective goggles and safety gear and turning off the power whilst installing and removing power tool accessories*).

2. External corrosion or the like occurs;

3. Defects caused by the supplied Goods being subjected to any of the following; unauthorised modifications or connections, unauthorised opening or repair, repair by use of unauthorised parts, leaked batteries, accident, force majeure (e.g. lightning strike, bushfire etc.), or other acts beyond Hordern's reasonable control (including but not limited to damage by fire, flood, etc.).
4. Death or injury to persons resulting from any cause other than proven negligence of Hordern, it's employees or representatives.

**Warranty Claim:**

In order to enforce the rights under this warranty, the Purchaser must provide proof of purchase to Hordern. The proof of purchase must state the date of purchase of the Goods, provide a description of the Goods and the price paid for the Goods.

A claim made by a Purchaser during the Warranty Period, should be in writing along with the Proof of Purchase and sent to:

**Warranty Claims Division**

Hordern & Company Pty Ltd  
PO Box 350 ARTARMON NSW 1570  
Facsimile: 02 9417 6954  
Email: sales@hordernandco.com.au

Upon receipt of the claim, Hordern will issue to the Purchaser a Return Authority Number, as an acknowledgment that the claim has been lodged by the Purchaser.

Once a Return Authority Number is issued the claim will then be assessed by Hordern. The cost of transportation of the Goods will be borne by the Purchaser. Hordern may then repair, replace or refund the Goods depending on the nature of the claim. If the claim is found not to be valid, the Purchaser will be advised accordingly.

**This warranty is effective from 1 January 2012**