



**DAWN TOOLS & VICES PTY LTD**  
3 Culverlands Street, A.B.N. 13 616 452  
HEIDELBERG WEST, VIC 3081 Australia

Phone: + 61 3 9457 6111  
Email: [sales@dawntools.com.au](mailto:sales@dawntools.com.au)  
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### **Manufacturer's Warranty**

1. This warranty is given by Dawn Tools and Vices Pty Ltd ACN 616 452 781 of 3 Culverlands Street, Heidelberg West VIC 3081 (**Seller**). The Seller's telephone number is 03 9457 6111 and email address is sales@dawntools.com.au.
2. In this warranty, **purchaser** means the purchaser named in the relevant delivery docket/tax invoice for the goods.
3. The warranty period will be calculated from the date of the dispatch of the goods from the Seller's warehouse for the warranty period as specified on the packaging for the goods (**warranty period**). If no warranty period is specified on the packaging for the goods, then this warranty does not apply.

### **The Australian Consumer Law**

4. 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 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.
5. This warranty gives you benefits which are in addition to your rights and remedies under the Australian Consumer Law and any other laws in relation to the goods.

### **What is covered by this warranty?**

6. The Seller warrants goods that it manufactures (**goods**) to be free of defects in material and workmanship, on the terms and conditions set out in this warranty.

### **How a valid warranty claim will be honoured**

7. If the purchaser makes a claim in accordance with this warranty within the warranty period, the Seller's obligations under this warranty is limited to the Seller, at the Seller's option:
  - a. making good any defects in material and workmanship by the Seller; or
  - b. by replacement of the goods.

### **The purchaser's responsibilities and what is not covered by this warranty**

8. This warranty is only applicable where:
  - a. defects in the goods have arisen solely from faulty materials or workmanship;
  - b. the goods have not received maltreatment, inattention or interference;
  - c. the goods have been cared for, and operated under normal conditions and with competent supervision and in accordance with any instructions for use issued by the Seller or the Seller's operating manual;
  - d. accessories of any kind used by the purchaser are manufactured by or approved by the Seller, acting reasonably; and

- e. the defective goods are promptly returned to the Seller in accordance with this warranty, at the purchaser's cost.
9. This warranty does not apply:
- a. to damage caused by general wear and tear;
  - b. to damage to the goods caused in any other fashion by usage or storage that [is outside the terms of the Seller's operating manual];
  - c. where goods are handled other than in accordance with the Seller's operating manual;
  - d. where operation or use of the goods is otherwise not in accordance with instructions provided by the Seller;
  - e. if there is any corrosion or fouling to the goods caused by any foreign substance deposited in or on the goods subsequent to delivery of the goods;
  - f. where the purchaser or any third party replaces any part of the goods with a part that is not the correct genuine Seller part to be used as part of the goods, or such other part as has been approved by the Seller, acting reasonably, in writing; and
  - g. until the purchaser has made full payment to the Seller for the goods to which this warranty is to apply and any such purported claim on this warranty is void.
10. If any questions exist as to whether the proposed operation of the goods is within "normal conditions" for such goods, details of such proposed operation should be provided to the Seller at its Heidelberg factory. The Seller will review the proposed operation of the goods (at a fee to be determined by the Seller acting reasonably) and advise if the proposed operation is acceptable.
11. The Seller shall not be liable under this warranty for the adjustment, alteration, repair or replacement of any defective part or parts, or for loss, damage, or any expense in connection with such actions when such actions are undertaken by a third party without the Seller's written consent having first been obtained.

### **How to lodge a warranty claim**

12. In order to claim under this warranty, the purchaser must inform the Seller in writing as to the nature of the warranty claim including the place of purchase, proof of purchase and photographs of the goods.
13. The purchaser must bear the cost and expense of claiming under this warranty.

### **General**

14. The terms of this warranty may not be modified except by written agreement signed by the General Manager or General Sales Manager of the Seller. The Seller's failure to object to provisions contained in the purchaser's purchase orders or other communications shall not be deemed waiver of the terms and conditions hereof nor acceptance of such provisions.
15. To the extent permitted by law, no representations or warranties in respect of this warranty other than those contained herein shall be binding upon the Seller unless made in writing and signed by the General Manager or General Sales Manager of the Seller. Without restricting the generality of the foregoing, agents and sales representatives of the Seller do not have authority to modify the terms of this warranty or make representations or warranties other than those contained herein.