



## WARRANTY STATEMENT

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. Where a failure does not amount to a major failure, we are entitled to choose between providing you with a repair, replacement or refund. To obtain compensation, you would need to provide documentary evidence of the loss or damage suffered, and documentary evidence that such loss or damage was a reasonably foreseeable consequence of a failure by us to comply with a consumer guarantee under the Australian Consumer Law. Such evidence may include photographs, statutory declarations, receipts or reports (e.g. from your doctor), depending on the loss or damage. You may also have the benefit of certain non-excludable rights and remedies under similar provisions of relevant state legislation.

### Warranty for Kress tools

In addition to any rights and remedies you may have under the Australian Consumer Law and any other applicable law, we offer a limited warranty against defects for Kress tools purchased and supplied within Australia. Specifically, we warrant that your Kress tool will be free from material defects in workmanship and materials for the warranty periods specified below:

**Power Tools** - A 3 year warranty period applies to all AC (electrical) and DC (cordless) products from date of purchase, except for accessories and consumables. All battery packs and chargers have a 2 years warranty period only.

**Laser Measures** - A 1 year warranty period applies to laser measures from date of purchase.

If your Kress tool is covered by this warranty and becomes defective due to faulty materials or workmanship within the above limited warranty period from the date of purchase, we will, at our option:

- Replace or repair all defective parts, free of charge; or
- Repair the product free of charge; or
- Replace the product with a new or re-conditioned product free of charge.

### Registration For Warranty Extension for Kress DC tools

We offer to extend the warranty period for Kress DC tools by 3 (three) years to a total of 6 (six) years from the date of purchase of the product. Warranty repairs of Kress DC tools under this extended warranty will only be made via service centres authorised by us. The extended warranty period only applies if you complete warranty registration on the site [www.kresstools.com](http://www.kresstools.com) within 30 days of purchase. The extended warranty period will not apply if you have failed to meet this condition.

The extended warranty period does not apply to AC tools, battery packs and chargers.

### This warranty does not cover:

1. Tool malfunctions, damage or defects resulting from natural wear of the product, its components, machines, mechanical components, as well as accessories, such as: electrical cables, blades, drive belts, filters, carbon brushes, clamping devices and holders;
2. Mechanical defects or damages caused by factors other than use in accordance with rules of operation or storage of the equipment specified in the tool's operating manual;
3. Damages or defects caused by improper use of the tool, neglect, accident or operating the tool when it is known to be defective (misuse / operator error);
4. Damages or defects resulting from overheating, overloading, mechanical stress, penetration of precipitations, liquids, insects or non-waste substances (such as chips, sawdust) into the tool body accompanying its use for the intended purpose;
5. Damages or defects resulting from an overload of the tool that caused the simultaneous failure of 2 or more components (rotor and stator, electric motor and other components or parts). The unconditional signs of product overload include, among others, the appearance of: tinge colors, deformation or flashing of parts and components of the product, darkening or charring of insulation, damage to the motor wires under high temperature;
6. Damages or defects caused due to non-compliance with the maintenance periods specified in the tool's operating manual;

7. Damages or defects caused due to non-compliance of the parameters of the power supply network with the requirements for the power supply network indicated on the tool (incorrect power supply) or by electrical storm damage;
8. Damages or defects caused due to cleaning tools with chemically aggressive or corrosive liquids;
9. The costs of repairs carried out by non- authorised repairers or not at an authorised Kress service centre, or the cost of correcting such unauthorised repairs;
10. The tool has been misused, abused, neglected, altered, modified or repaired by anyone other than an authorised service centre or as otherwise authorised or directed by us;
11. Repairs or replacements made using spare parts, replacement parts or additional components that are not manufactured, approved or supplied by us or our authorised suppliers, as well as for defects or damages resulting from the use of non-original spare parts.
12. Damages or defects caused due to inadequate or improper maintenance of the tool;
13. Damages or defects resulting from inadequate or incorrect site preparation;
14. The cost of any service provided which is not related to any defect in the tool;
15. A tool where the serial number has been removed, defaced, changed or tampered with in any way;
16. Changes which occur in the condition or operational qualities of the tool due to incorrect storage, mounting, climate or any other influence outside our control;
17. Transportation or travelling costs incurred in returning products (or any of their component parts) for repair, including the cost of returning them to us or any service centre or other person authorised by us.

#### **How to make a claim**

To make a warranty claim please email us at [salesau@kress.com](mailto:salesau@kress.com) or contact your local Kress dealer. To make a claim you will need to provide your online registration document (if the claim relates to a DC tool under the extended 6 years warranty) and proof of purchase in the form of a valid receipt that displays the date and place of purchase. Any expense you incur in making a warranty claim will be borne by you.

If you are required to return the tool to us or any service centre or person authorised by us for repair or replacement, you must ensure it is cleaned, free from debris or residues and securely packed. We have no responsibility for loss or damage of the tool in transit or prior to it being received.

#### **What else you need to know**

This warranty does not replace but is in addition

to your statutory rights, including rights under the Australian Consumer Law and similar applicable provisions of relevant state legislation. This warranty applies only to the original purchaser and may not be transferred.

Apart from this warranty and any non-excludable consumer guarantees under the Australian Consumer Law or similar provisions of relevant state legislation, all other warranties, guarantees or representations express or implied and whether arising by virtue of statute or otherwise are excluded to the extent legally permitted.

Apart from our obligations in respect of this warranty or any guarantees under the Australian Consumer Law or similar provisions of relevant state legislation, to the extent legally permitted we will not be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of your tool, or any indirect, special or consequential damages or injury to any person, corporation or other entity.

All repairs and replacement tools will be covered by the warranty for the balance of the warranty period commencing from the date of the original purchase.

This warranty is provided by Positec Australia Pty Limited ACN 101 682 357, 10 Corporate Boulevard Bayswater, Victoria, Australia, 3153  
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