

## WARRANTY STATEMENT

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### Warranty Terms and Conditions for Wurth Products

In accordance with the following terms and conditions, every Wurth product is covered by a 12 month warranty period, except safety boots which are covered by a 6 month warranty. This warranty is only applicable to the person/business who originally purchased the product directly from Wurth New Zealand and is valid from the date of purchase. Wurth commit, with certain exceptions, to exchange or repair any product which, upon examination by Wurth, is deemed to have flaws or defects in either the manufacturing process and/or input components/materials.

#### 1. This Warranty:

The benefits provided to the consumer in this warranty are in addition to other rights and remedies of a consumer under the New Zealand Consumer Guarantees Act 1993 and any other laws in relation to the Products to which this warranty relates. This warranty:

- (a) Covers the product against faulty materials or workmanship.
- (b) Covers the replacement of parts and/or labour used, for the duration of the warranty period.

#### 2. Consumer Guarantee:

For Products sold in New Zealand, this warranty is subject to the Consumer Guarantees Act 1993.

The Products come with guarantees that cannot be excluded under the consumer laws in Australia and New Zealand. The consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The consumer is also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality within the warranty period.

#### 3. This Warranty will not apply if:

- (a) Damages arise from product abuse, misuse, improper application, accidental damage, lack of maintenance, or any repair attempted by someone other than an official Wurth approved repairer.
- (b) The product has not been used or maintained in accordance with the manufacturer's instructions as provided with the product.
- (c) The product is used in an application where it is not fit for purpose. This includes, but is not limited to observance of correct tensile strength ratings, suitable DIN/ISO standards, metric/imperial specifications, recommended tightening torques, or appropriate chemical product use.
- (d) The Product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories.
- (e) The product is subject to normal wear and tear. Parts including, but not limited to carbon brushes, rotor blades, drive tips, air nipples, bearings, seals and O-rings must be regularly inspected so that the wear and tear on such parts do not lead to a failure.
- (f) Damage to the product is caused by sand, water damage, rust corrosion, fire, vermin and/or insect infestation, power outages or surges or inadequate or improper voltage or current.
- (g) The product has been stored incorrectly. This includes, but is not limited to exposure to high or low temperatures, incorrect UV or other light, or excessive moisture as per the manufacturers' recommendations or stipulations of the Safety Data Sheet (where applicable).
- (h) The product is used on or after the expiry or use-by date or outside of the recommended usage period after the date of manufacture as indicated on the product (where applicable).
- (i) All recommended preparation and/or treatment processes have not been carried out as per the manufacturer's instructions.
- (j) The product or packaging has been modified in such a way that renders any prior specification, rating or classification void. This includes, but is not limited to Dangerous Goods, Flammability ratings or Safe Transport classifications.

#### 4. To claim this Warranty:

Any warranty claim is to be submitted in writing and accompanied by relevant invoice/s or proof of purchase. Please note, the return of the product to a Wurth Sales Representative is mandatory for all warranty claims.