

## **Fischer Australis Pty Ltd – Customer Warranty (“Warranty”)**

**Fischer Australis Pty Ltd ACN 126 035 176** (“Fischer”) provides the following Warranty for all equipment (“Goods”) purchased in Australia.

### **1. Warranty Statement**

- (a) Upon receipt of Goods, Customers must immediately fill in and provide the Delivery Certificate that has been provided with the Goods, to the nominated dealer address.
- (b) If, during the warranty period set out in section 2 below (Warranty Period), the Goods have a material defect which arose in the course of manufacture or in circumstances where the Goods do not perform in accordance with Fischer specifications, then, subject to the below Warranty conditions, a customer may submit a Warranty claim to Fischer.
- (b) Fischer will, at its cost, repair or replace the faulty goods if this is considered to be the most appropriate action. Fischer will pay for return freight shipment costs of the replaced Goods back to the customer. Any replacement Goods will be covered for the remainder of the Warranty Period applicable.
- (c) Any and all costs of repair or replacement outside the Warranty Period are the responsibility of the Customer.
- (d) This Warranty is applicable only on Goods purchased and installed in Australia and New Zealand.
- (e) Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer 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. The benefits under our Warranty are in addition to other rights and remedies under law in relation to these Goods.

### **2. Warranty Period:**

12 month Warranty from date of purchase for Goods purchased directly from Fischer.

### **3. Warranty Conditions and Procedure for Claims:**

The Fischer Warranty is subject to the following additional conditions:

- (a) Any fault or defect with any Goods must be brought to the attention of Fischer immediately
- (b) Items required to make a Claim: Proof of purchase (such as the invoice or evidence of a paid order confirmation) must be provided when making a claim under the Warranty. Customers must also provide detailed documentation, including photographs of Goods and defect issue (where relevant), serial number, year of manufacture and other information that Fischer may require to assess any claim
- (c) All customers making a claim under the Warranty must comply with directions from Fischer staff in relation to troubleshooting any issue and facilitating the replacement prior to returning any Goods
- (d) Where the Goods require repair or a replacement part pursuant to this Warranty, Fischer will recommend a technician, and will assist in the return or repair to the full extent of the fault as required by law
- (e) Where a replacement of Goods is provided, the returned Goods become the property of Fischer. Replacement of the Goods under the Warranty does not

extend or restart the Warranty Period unless the Goods are not fit for purpose or the reason for return is not permitted to be excluded under Australian law

- (f) Fischer may seek reimbursement from the customer of any costs incurred where the Goods are found to be in good working order
- (g) Fischer reserves the right to use its reasonable discretion to determine whether any Goods are performing in accordance with the Fischer specifications, subject to applicable law
- (h) This Warranty is non-transferrable to any third party. For the sake of clarity, this Warranty is personal to the original purchaser and cannot be transferred to a subsequent purchaser; and
- (i) All Warranty claims must be made in writing to the following address:

Fischer Pty Ltd Support Centre  
18 Fifth Avenue  
Beaconsfield, WA 6162

or by email: [admin@fischeraustralis.com.au](mailto:admin@fischeraustralis.com.au)

Please contact us to discuss prior to returning any Goods so that we may have an opportunity to troubleshoot and try to provide service assistance.

Our Contact number during normal business hours is: +61 8 9433 3555

#### **4. Warranty Exclusions**

The Fischer Warranty shall not apply in respect of Goods:

- (a) where the items required to make a claim (clause 3(b)) are not provided
- (b) where the Warranty Period has expired
- (c) where the Goods have not been installed, operated, maintained or used in accordance with the instructions or specifications provided with the Goods.
- (d) where repair work is performed on the relevant Goods by a person other than Fischer, its authorised service agents or any contractor who has not received authorisation from Fischer prior to proceeding with the work
- (e) where harsh detergents, chemicals or abrasive cleaners are used on any surfaces of the Goods or if the Goods are damaged by abnormal use or cleaning
- (f) where the Goods have been tampered with or repaired by unauthorised technicians
- (g) where the Goods have suffered damage, corrosion, malfunction or failure resulting from alterations, accident, misuse, abuse, fire, heat, liquid, environmental factors, force majeure, tampering by any persons, use of defective or incompatible accessories, use with power ranges (HP) higher than instructions indicate, use with materials that differ from specifications, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object into the Goods or from use of any consumable (including batteries, cables, oils, greases, belts, springs and sensor rods) which may be incompatible and/or have corroded or caused any damage to the Goods
- (h) where there is more than fair wear and tear on parts and components necessary to run the Goods. If there is exceptional use or hardship, these will be assessed on a case-by-case basis
- (i) which suffer any failure, to the extent that the failure is not a failure of the Goods to perform in accordance with their specifications
- (j) that have been used after a fault occurred
- (k) where safety devices have been removed

- (l) where there is damage, problems or failure resulting from improper operation and/or inadequate maintenance by the customer
- (m) where there has been any repair, which is needed as a result of an accident, misuse, abuse or negligence
- (n) that require replacement or repair of any consumables (including batteries and cables), or lost parts or accessories. For the sake of clarity, this Warranty only applies in respect of the actual Goods and not any accessory or consumable; or
- (o) that are outside the States and Territories of Australia.

#### **5. Limitation of Liability**

To the full extent permitted by law:

- (a) Fischer will not be liable for any direct, indirect or consequential loss or damage, including loss of revenue or profits, no matter howsoever occurring. This limitation of liability includes but is not limited to any third party loss or damage arising from the installation or use of the Goods as permitted by applicable law
- (b) Fischer's total and aggregate liability in respect of all claims under the Warranty shall not exceed the original purchase price of the Goods or, at Fischer's option, replacement of the Goods with similar Goods
- (c) Fischer excludes all other warranties, conditions, terms, representations and undertakings whether express or implied other than this Warranty; and
- (d) This Warranty is governed by and must be construed according to the laws of the State of Western Australia, Australia and both the customer and Fischer agree to submit to the jurisdiction of the courts in that State.

If there are any questions or concerns regarding the conditions of this Warranty, please email us at: [admin@fischeraustralis.com.au](mailto:admin@fischeraustralis.com.au) or write us at:

Fischer Australis Pty Ltd  
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Beaconsfield WA 6162