## **PRODUCT WARRANTY POLICY**

### **CONSUMER RIGHTS**

The buyer should be aware that in relation to goods which are of a kind ordinarily acquired for personal, domestic or household use or consumption, certain provisions such as the Trade Practices Act, 1974 (Aust) and the Consumer Guarantees Act, 1993 (NZ) apply. The terms set out below do not exclude rights and remedies implied by a statute which are non-excludable and which may be more extensive than those provided by this warranty.

#### WARRANTY SERVICE

Warranty Service under both the Express Warranty and the warranties implied by law is available at any VICTA Authorised Service Centre. These centres are staffed and equipped to provide expert service.

#### WARRANTY PERIOD

MODELS	PRODUCT DESCRIPTION	CONSUMER USE	
1687892	82V Lithium-ion Walk Mower		
1696788 / 1687898	82V Lithium-ion String Trimmer		
1696787 / 1687897	82V Lithium-ion Chainsaw		
1696786 / 1687893	82V Lithium-ion Blower		
1696789 / 1687899	82V Lithium-ion Hedge Trimmer		
1696877	82V Lithium-ion Mower 19"		
1696876	82V Lithium-ion Mower 21"	5 Years	
1696878	82V Lithium-ion Utility Cart		
1696881	82V Lithium-ion Cultivator		
1696883	82V Lithium-ion Backpack Blower		
1696880 / 1687920	82V Lithium-ion Pole Saw	]	
883241	82V Lithium-ion Mower 18"		
770294	82V Battery Harness-Belt		

#### **VICTA EXPRESS WARRANTY**

The VICTA Express Warranty is additional to the conditions and warranties which are mandatorily implied by the laws and regulations of the individual States and Territories of Australia and the Trade Practices Act, 1974 (Aust) and the Consumer Guarantees Act in New Zealand and any non-excludable laws.

Under Express Warranty the product is warranteed from the date of purchase against mechanical defects and faulty workmanship or material. Express Warranty covers only the replacement, repair or adjustment of parts which fail due to a fault in manufacture. Defective parts will be replaced or serviced by an Authorised VICTA representative without charge for labour or materials, subject to conditions. Repairs or adjustments required by normal use or by failure to follow the manufacturer's instructions are chargeable to the owner.

VICTA Service Representatives or agents are authorised to determine whether a claim will be covered under warranty, or payable by the owner on completion.

You should seek independent legal advice to determine whether a claim not covered by the Express Warranty is covered by any warranties implied by law.

# CONDITIONS

- Express Warranty applies to the original purchaser only. Proof of purchase date must be provided prior to Express Warranty work.
- · Use of parts other than genuine VICTA Spare Parts cancels the Express Warranty.
- · Repairs other than by a VICTA Authorised Service Centre cancels the Express Warranty.
- Altering the product cancels the Express Warranty.
- · A product run with incorrect power source, lubrication, etc is not covered by the warranty.
- · Failure to follow the instruction manual or labels attached cancels the Express Warranty.
- Fair and reasonable wear is not covered by the Express Warranty.
- · Damage from an accident, misuse or neglect is not covered by the Express Warranty.
- Costs of transportation of the product are to be paid by the owner.
- Consumables / high wear components are not covered by the warranty.

### LIMITATIONS OF WARRANTY

Nothing in these terms shall exclude, restrict or modify any term, condition, warranty or liability implied into this contract by statute, where to do so would be unlawful or would render any provision of this contract void. Subject to that, all warranties implied by statute in respect of the goods are hereby expressly negated and VICTA's liability for the goods is limited to any warranties issued in writing by VICTA and VICTA is excluded from any liability whether under this contract or otherwise to the buyer of any third party for any loss, injury, cost or damage (direct, indirect, special, consequential, or otherwise and whether or not arising from a negligent act or omission of VICTA), incurred or suffered by reason for the goods, their use, their design or any failure to deliver or delay in delivering them. Where it is legal to do so, any remaining liability implied by statute or resulting from breach of any term, condition or warranty implied by statute is limited to, at VICTA's sole option:

- the replacement of the goods or the supply of equivalent goods;
- the repair of goods;
- · the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of having the cost of the goods repaired.

In particular, your rights and remedies under the Trade Practices Act (Australia) and the Consumer Guarantees Act (New Zealand) are not excluded.

\*\* In Australia - 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. This guarantee supplements our warranty document located inside this carton. If you have any questions regarding these changes please contact Briggs & Stratton Australia on 1800 356 632 or visit www.briggsandstrattonwarranty.com.au or www.victa.com/au/support-centre/warranty-information/.

For warranty service in Australia, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1800 356 632, or by emailing or writing to salesenquires@briggsandstratton.com.au, Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, NSW, Australia, 2170.

For warranty services in other regions, please refer to the contact details as follows.

- Briggs and Stratton New Zealand, 54 Apollo drive, Rosedale, Auckland. New Zealand. 0632. Phone 0800 843 520
- Briggs and Stratton South Africa, 1055 Ridge Rd, Laser Park Honeydew. South Africa. Phone +27 (0) 11 794 8190
- Briggs and Stratton Middle East, Office 416 West Wing 3 Dubai Airport Free Zone Dubai. U.A.E. Phone +971-4-2994944

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