

## Manufacturer's Warranty Against Defects for Australian Customers

Note: This document contains supplementary warranty information for Snap-on customers located in Australia.

The period of warranty on Snap-on and Blue Point products varies according to the product. The warranty period for a specific product is detailed in the packaging of that product.

**Snap-on Tools (Australia) Pty Ltd** (ABN 55 010 793 683) (**Snap-on**) warrants to customers who purchase products from an authorised Snap-on distributor that Snap-on branded products and Blue-Point brand products (**Product**) will be free of defects in workmanship and materials for the duration described in each Product's warranty code or otherwise as specified in writing by Snap-on at the time of sale. If the duration of the warranty period is not specified then customers should contact Snap-on or the Snap-on distributor from which the Products were purchased.

In the case of consumable Products the warranty given at the time of sale is only against defects in materials and workmanship that prevent their use. Consumable Products are Products reasonably expected to be used up or damaged during use, including without limitation drills, bits, saw blades, grinding discs, sanding discs, knife blades, files, 02 sensors and batteries.

During the applicable warranty period, at its option, Snap-on will repair or replace Products which fail to give satisfactory service where it is established that the failure is directly due to defective workmanship or materials or provide a refund by paying or crediting the customer with an amount equal to the purchase price of such Products.

Any products or parts replaced or for which Snap-on has provided a refund are the property of Snap-on and will not be returned. The customer must notify Snap-on of a warranty claim prior to returning the Product.

To make a claim under this warranty the customer must contact the Snap-on distributor from which the Products were purchased or Snap-on (contact details below):

Head Office **Snap-on Tools (Australia) Pty Ltd** 80 Holbeche Road Arndell Park NSW 2148

PO Box 6077 Blacktown NSW 2148

Telephone 1800 810 581

Email: sota.customerservice@snapon.com

All expense of claiming the warranty will be borne by the customer making the claim. The following information will be required with the customer's warranty request: (1) date of purchase; (2) place of purchase; (3) full name; (4) shipping address;



(5) phone number; (6) e-mail address; and (7) item number(s) or approximate weight of return package.

Warranty requests that do not include all of the required information may have processing delay.

Once the warranty claim is validated, the customer will be sent a shipping label either electronically by e-mail or by mail, and must ship the Product to Snap-on Tools (Australia) Pty Ltd at their Head Office in Arndell Park, NSW, 2148.

Upon receipt of the Product, the warranty claim will be reviewed and the Product will be inspected. If the warranty claim is found to be valid, the Product will be repaired and returned to the customer or a replacement Product or refund will be sent to the customer.

If the warranty claim is found to be invalid, the original Product will be returned to the customer. By repairing or replacing a Product, or providing a refund, Snap-on does not waive a claim that a Product nevertheless has been subject to Abnormal Use. If customer chooses not to (1) use a carrier that offers tracking or (2) insure or declare the full value of the Product, customer will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

In addition to any limitations outlined in warranty codes provided with the Product, Snap-on does NOT provide any warranty against defects for (1) products labelled other than Snap-on or Blue-Point or (2) Products subjected to Abnormal Use. Products that are not labelled Snap-on or Blue-Point (if any) are subject to the warranty provided by the manufacturers of those Products and Snap-on will pass along any such warranties, to the extent that it is permitted to do so, but it is not responsible for warranty services or processing warranty claims.

**Abnormal Use** includes without limitation misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, use in Product-related service, or use after the Product is significantly worn. Abnormal use of tool storage units also includes, without limitation, situations when a unit is pulled using a mechanical vehicle, rolled over large drops, used in a highly corrosive environment, used as a step stool, modified with non-Snap-on parts, overloaded or modified in any way.

The only conditions, guarantees and warranties (together referred to as **Warranties**) which apply to the supply of the Products are those required to be binding by statute (including the ACL (as defined below)) and the warranty against defects set out in this document. To the extent permitted by law all other Warranties are excluded.

If the Customer is a consumer (**Consumer**) as defined under the Australian Consumer Law (**ACL**) (Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) then in accordance with the ACL, Snap-on provides the following statement:

(1) 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.
- (2) The benefits of the warranty against defects set out in this document are in addition to the other rights and remedies of the Consumer under a law relating to the Products to which the warranty relates. To the extent permitted by law, Snap-on's liability for breach of the warranty against defects set out in this document is limited at Snap-on's option and expense to repairing or replacing the products or paying a refund to the Customer on the terms set out in this document.

Despite any statement to the contrary contained in this document, the limitation of liability set out in this paragraph also applies if the customer is a Consumer and the Products are not of a kind ordinarily acquired for personal, domestic household use or consumption. Subject to the above paragraphs, Snap-on excludes all liability which can be lawfully excluded (including liability in negligence) to any person for any loss, cost or damage (including personal injury or death) whether incidental, special, consequential, indirect or otherwise (including without limitation loss of profits, revenues, anticipated sales, business opportunities, goodwill, or interruption of business) suffered or incurred by such person and arising directly or indirectly from the sale handling or use of the products or from any other cause with respect to the Products. Nothing in this document excludes, restricts or modifies the application of any legislation (including the ACL) which cannot be excluded, restricted or modified (as the case may be).

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