

## WARRANTY AGAINST DEFECTS

In this Warranty:

**We, us, or our** means Kuzmich Pty Ltd t/as Aussie Buckets (ABN 46 628 335 688) and our contact details are set out at the end of this warranty;

**You, or your** means the purchaser of the Goods;

**Goods** means the product or equipment supplied to you by us, pursuant to the Terms of Trade and which were purchased in Australia.

**Warranty Policy** means the warranty policy which sets out the period and exclusions under the Warranty.

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 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.

### 1 Warranty

- 1.1 We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).
- 1.2 Subject to the terms of this Warranty, if during the period set out in the Warranty Policy from the date of purchase of the Goods from us (**Warranty Period**) the Goods prove defective as described in the Warranty Policy, we will resupply the relevant part of the Goods. Your Consumer Law Rights may extend beyond the Warranty Period.
- 1.3 If any materials, parts or features required to facilitate any resupply pursuant to clause 1.2 are unavailable or no longer in production, or your model of Goods is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts or features.

### 2 Making a valid warranty claim

- 2.1 To claim the benefit of this Warranty, you must:
  - (a) notify us by email as soon as you become aware that the Goods are defective as described in the Warranty Policy and in any event, within 14 days of when you become aware that the Goods are defective with a description and photographs of the claimed defect;
  - (b) provide any other information reasonably required by us to assess your claim.
- 2.2 Where we re-supply the relevant part of the Goods, we will cover the associated costs of re-supplying the relevant part of the Goods to you.
- 2.3 Where we accept your claim under this Warranty, clause 1.2 will apply.

### 3 WHEN THIS WARRANTY APPLIES AND WHEN IT DOES NOT

- 3.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
  - (a) circumstance which is expressly set out in the Warranty Policy to be excluded from the Warranty;
  - (b) act or omission, accident, or negligence by you or any third party not engaged by us;
  - (c) failure on your part to follow any instructions or guidelines (including any manual) provided by us in relation to your Goods or properly maintain your Goods in accordance with any of our instructions or guidelines;
  - (d) use of your Goods otherwise than for any application or use specified by us;
  - (e) continued use of your Goods (where such use is not reasonable) after any defect in your Goods becomes apparent or would have become apparent to a reasonably prudent person;
  - (f) incorporation or installation of fixtures or other items into your Goods;
  - (g) failure by you to notify us of any defect in your Goods within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect;
  - (h) reasonable wear and tear of your Goods;
  - (i) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our reasonable control); or
  - (j) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Goods by you or any person other than us.

#### **4**      **GENERAL**

- 4.1      This Warranty is only valid and enforceable in Australia and is governed by the laws of Victoria.
- 4.2      No third party reliance: The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.
- 4.3      No Assignment or transfer: This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 4.4      Severance: If any provision (or part of it) under this Warranty is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under this Warranty cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this Warranty and the remaining provisions (and remaining part of the provision) of this Warranty are valid and enforceable.

**Contact us for further details:**

Kuzmich Watts & Tomich Group Pty Ltd t/as Aussie Buckets (ABN 46 628 335 688)

501 Errard St, Ballarat VIC 3350

[support@aussiebuckets.com.au](mailto:support@aussiebuckets.com.au)