

WARRANTY AGAINST DEFECTS

Rapid Tool Australia Pty Ltd and its successors and assigns (“**RAPIDTOOL**”) provides the following limited warranty against defects to consumers of RAPIDTOOL supplied products in Australia (“**the Client**”).

RAPIDTOOL provides this Warranty to the Client in addition to any rights or remedies the Client has under the Australian Consumer Law (“**ACL**”) or any other applicable law (“**Consumer Law Rights**”). Nothing in this Warranty is intended to restrict, modify, alter or amend any rights the Client may have under the ACL.

This Warranty will only apply to Goods that are not manufactured by RAPIDTOOL to the extent that the manufacturer of the Goods agrees to comply with the terms of this Warranty.

Goods means the products or equipment supplied to the Client by RAPIDTOOL, pursuant to RAPIDTOOL’s Terms and Conditions of Trade.

1 WHAT THIS WARRANTY RELATES TO AND EXCLUSIONS

- 1.1 This Warranty relates to Goods which are defective by reason of improper material or workmanship.
- 1.2 This Warranty does not cover any defect or damage which is caused or partly caused or contributed to, by any:
- (a) failure on the part of the Client to properly maintain or store any Goods or to follow any instructions or guidelines provided by RAPIDTOOL in relation to the Goods (eg damage to the cutter rod due to incorrect placement of rebar when cutting);
 - (b) the Client using the Goods for any purpose other than that for which they were designed, this includes the use of the Goods for commercial rebar production;
 - (c) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user;
 - (d) improper application, installation, servicing or maintenance of the Goods;
 - (e) use of the Goods with defective or incompatible accessories (e.g. using a RAPIDTOOL rebar tying machine with non RAPIDTOOL tie wire);
 - (f) alterations being made to the Goods by the Client;
 - (g) abuse or misuse of the Goods (for instance, use of the Goods in rain);
 - (h) fire to, or liquid spillage on or near the Goods;
 - (i) mis-adjustment of the Goods’ controls;
 - (j) use on an incorrect voltage in or on the Goods;
 - (k) power surges and dips;
 - (l) voltage supply problems;
 - (m) tampering with the Goods, alteration, modification or repair of the Goods without RAPIDTOOL’s consent and by any persons other than RAPIDTOOL or such other third party as agreed to by RAPIDTOOL;
 - (n) exposure of the Goods to abnormally corrosive conditions;
 - (o) entry by any insect, vermin or foreign object in the Goods;
 - (p) fair wear and tear; or
 - (q) any accident or 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 RAPIDTOOL’s or the manufacturer of the Good’s reasonable control.
- 1.3 This Warranty does not cover any defect or damage in circumstances where:
- (a) the factory-applied serial number has been altered, damaged or removed from the Goods;
 - (b) damage occurs during transportation, installation or while moving the Goods;
 - (c) the Goods have been used, and/or the Warranty claim is made, outside of Australia; or
 - (d) the Goods have been purchased through an unauthorised RAPIDTOOL dealer.
- 1.4 This Warranty does not cover the following parts deemed to be subjected to fair wear and tear:
- (a) rebar tying machine arm A unit assy, curl guide assy, hook, key A, sleeve A, motors, fixed cutter, feeding gears and product accessories; and
 - (b) rebar cutting and bending machine cutter blocks, carbon brushes (includes damage to stator and/or armature as a result of failing to replace worn carbon brushes), power cords, switches, foot pedals, industrial unit tension springs and product accessories.

2 WHAT RAPIDTOOL WILL DO TO HONOUR THE WARRANTY

- 2.1 Subject to the terms of this Warranty, if during the Warranty Period the Goods should prove defective by reason of improper material or workmanship, and if the defect in the Goods is reported in accordance with clause 3, RAPIDTOOL will at its sole option repair or replace the Goods or any defective part or parts or the Goods. Your Consumer Law Rights may extend beyond the Warranty Period.

- 2.2 If any materials, parts or features required to facilitate any repair or replacement pursuant to this clause are unavailable or no longer in production, or the Client's model of Goods is no longer available or in production, RAPIDTOOL will use its best endeavours to use appropriate equivalent materials, parts, features or model, including using refurbished parts. Any replacement part provided will carry a warranty for the balance of the period of the warranty applicable to the part it replaces.
- 2.3 RAPIDTOOL will at its sole discretion make the repair at its own facility, through an authorised service centre, at the authorised dealer location, at the Client location or at an alternative agreed location.
- 2.4 RAPIDTOOL or an authorised service centre will quote on any non-Warranty repairs. Additional costs will be included in this quote according to clause 5.2

3 WHAT THE CLIENT MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Client will need to:
- (a) contact RAPIDTOOL via telephone (02 9098 8943) within 7 days of becoming aware of the defect; and
 - (b) complete in full the appropriate Warranty Claim Form ("**Claim Form**") for making a claim under this Warranty. The Claim Form can be found at <https://rapidtool.com.au/service-and-repair/>. The completed Claim Form must be provided together with a copy of the purchase receipt/invoice with the Goods being sent for repair. The Claim Form and the and a copy of the purchase receipt/invoice must also be emailed to sales@rapidtool.com.au; and
 - (c) return the Goods and documents in clause 3.1(b) to an authorised RAPIDTOOL dealer or service centre location (unless otherwise agreed) for inspection. Please note a list of our current authorised service centres is available at <https://rapidtool.com.au/service-and-repair/>.
- 3.2 The Client acknowledges and accepts that all warranty claims will be dealt with by RAPIDTOOL during normal business hours (07:00 to 16:00), Monday-Friday. On request by the Client, RAPIDTOOL at its discretion may request its staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or public holidays) in which event RAPIDTOOL may charge the Client additional labour costs, unless otherwise agreed between RAPIDTOOL and the Client.
- 3.3 RAPIDTOOL may need to disassemble the Goods in order to assess if the Goods are defective, and the nature and extent of any defect. By sending the Goods to RAPIDTOOL to claim the benefit of this Warranty, the Client agrees that RAPIDTOOL may disassemble the Goods.
- 3.4 By sending RAPIDTOOL the Goods as provided for under this Warranty, the Client acknowledges and agrees that in the event that the Warranty claim is rejected by RAPIDTOOL, and provided the Client does not make a successful claim under the ACL, if the Client does not approve the quote provided by RAPIDTOOL or our authorised service centre for the repair of the Goods, the Client agrees that the Goods may be returned to the Client disassembled and the Client agrees to pay the costs as provided for in clause 5.2.
- 3.5 In respect of all claims RAPIDTOOL shall not be liable for any delay in either replacing or remedying the defect or in properly assessing the Client's claim.

4 DURATION OF WARRANTY

- 4.1 This warranty will cease from the date that is 12 months after the Client takes delivery of the Goods in accordance with clause 8 of the Terms and Conditions of Trade ("**Warranty Period**").

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 RAPIDTOOL is responsible for the costs directly associated with repairing or replacing, as the case may be, the defective Goods only.
- 5.2 In the event the Warranty claim is rejected by RAPIDTOOL and provided the Client does not make a successful claim under the ACL, if the Client does not approve the quote provided by RAPIDTOOL or our authorised service centre for the repair of the Goods, the Client will be responsible for an assessment fee as well as costs associated with transportation to and from the repair location.
- 5.3 Where the Client returns the Goods as part of a Warranty claim under clause 2.1 and where the claim under this Warranty is accepted, where external repair is required RAPIDTOOL will cover reasonable transport costs to and from the authorised dealer location the Goods were purchased from. It is the responsibility of the Client to arrange transportation to an authorised dealer or where agreed to an authorised service centre or RAPIDTOOL location. Save as provided for in this clause 5, the Client will need to cover any associated costs of returning the Goods to RAPIDTOOL.
- 5.4 Where the Client has left the Goods with RAPIDTOOL for service, repair, modification, exchange or for RAPIDTOOL to perform any other service in relation to the item and RAPIDTOOL has not received or been tendered the whole of any monies owing to it by the Client (including clause 5.2 or any unpaid authorised repair by the Client), RAPIDTOOL shall have, until all monies owing to RAPIDTOOL are paid, a lien over any Goods for the satisfactory performance of the Clients obligations under this Warranty.

6 RIGHTS AT LAW

The benefits given to the Client under this warranty are in addition to other rights and remedies of the Client at law in relation to the Goods.

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.