

## Consumer Product Warranty

IntelliQuip provides the following warranty in relation to its **ToughPower** electronics product.

### Company Contact Details

IntelliQuip  
PO Box 5281  
Victoria Point Qld 4165 Australia  
1800 442 873  
info@intelliquip.com.au

### Technical Product Support

IntelliQuip provides technical phone support during normal business hours, Monday - Friday. Call 1800 442 873

### General Terms and Conditions

The Australian Competition and Consumer Act guarantees certain conditions, undertakings and warranties in relation to the quality and fit for purpose of products sold in Australia. This statement applies to sales of products that comply with the definition of a *consumer sale* as defined in the Act:

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.

The benefits provided in this warranty are in addition to any other rights and remedies available under Australian state and federal legislation that cannot be excluded, restricted or modified. Nothing in this warranty attempts to modify or exclude the conditions and warranties as outlined in the Australian Competition and Consumer Act and other Australian laws.

This warranty gives you additional protection and outlines the preferred approach to resolving warranty claims which will be simplest and quickest for all parties – subject to the terms and conditions outlined below.

### Standard Manufacturer Warranty

IntelliQuip warrants that the product will be of acceptable quality, free of latent defects, and will perform in accordance with the manufacturer's specifications for the warranty period of **12 months** commencing on the date of product purchase (as per invoice/receipt). The IntelliQuip Warranty is valid for products purchased by consumers in Australia for personal use and not for business, trade or profession. As per Australian Consumer Law if the ToughPower usage is not for personal, domestic or household use, then IntelliQuip will not be responsible or liable for any consequential or incidental expense or loss.

If a defect or fault covered by warranty occurs, IntelliQuip will, at its sole discretion, either:

- Repair the product
- Replace the defective components/product
- Provide a refund to the purchaser

IntelliQuip reserves the right to replace the product or defective part of the product with a product or parts of similar or better quality or specification where an identical product or component is not available. Products requiring repair may be replaced with refurbished components of the same type rather than being repaired.

Any replaced products or components become the property of IntelliQuip.

Replacement of the product or a part does not extend or restart the warranty term.

This warranty covers the original purchaser only and is not transferable if the product is on-sold by the original purchaser. The sale by a party that is not an authorised reseller or distributor will be regarded as resupply and will result in the warranty being voided.

Warranty service will be provided within Australia only.

## To Make a Claim

If you consider that the product which you have purchased is not of acceptable quality, has a latent defect, or is not compliant with the conditions, undertakings and legal rights given you under Australian Law, you can make claim under warranty. If you wish to make a claim you will need to register your claim by:

- Contacting IntelliQuip head office on 1800 442 873, or
- Writing to IntelliQuip: PO Box 5281, Victoria Point, 4165 Qld, Australia, or
- Emailing IntelliQuip: [info@intelliquip.com.au](mailto:info@intelliquip.com.au)

Please note you will be required to present the following information so that IntelliQuip can assess the claim:

- Proof of purchase of the original receipt – showing clearly the date and place of purchase
- Serial number of the product
- Details of the fault/defect
- Evidence supporting the claim, for example - photographs of the product

After this information is received an initial assessment will be made and if accepted, an IntelliQuip Warranty Claim ID number (IQWID) will be issued.

You will then be directed to return the product to either:

1. The IntelliQuip service centre located in the closest capital city
2. The place of purchase

Any expense and risk to transport the product to the IntelliQuip service centre or place of purchase will be borne by you.

Following this, IntelliQuip will bear the expense and risk for transportation to IntelliQuip head office for repair and return to the same location that you returned the product.

IntelliQuip and its Authorised Service Centres may seek reimbursement of any costs incurred by them when the product is found to be in good working order, including transportation charges. The product will only be returned upon receipt of the amount charged.

IntelliQuip will not accept any product returned without prior knowledge and approval.

## Exclusions and limitations

IntelliQuip has the right to reject any warranty claim, without limiting any other clauses in the warranty where:

- The warranty claim is not made within the warranty period
- The warranty claim is not made within 4 weeks of when the fault or defect was first identified
- Evidence that the use of the product was not ceased immediately upon identification of the fault or defect
- The serial number has been removed, damaged or made illegible
- Proof of purchase documentation is not provided
- Evidence of access to the internal electronics, repair, modifications or other work carried out by non-authorized persons
- Incorrect operation or not following the operating instructions – as stated in the User Manual
- Evidence of improper installation
- Misuse or abusive use
- For normal wear and tear, fire, water, liquid spillage, theft, damage caused by vermin or insect infestations
- Damage caused by adverse external conditions such as power surges & dips, thunderstorm activity, acts of God, terrorism
- Exposure to excessive heat or moisture or abnormally corrosive conditions
- The product was used for commercial/business purposes

**Note:** Whilst this warranty does not cover any defects not notified to IntelliQuip within the warranty period, you may have statutory rights outside the Warranty period.