

ToolHQ Limited Warranty:

The warranty is provided by ToolHQ (ABN: 27 365 395 158)

PO Box 82
Moorabbin
Victoria
3189

Your item includes a warranty period as specified in the listing.

If a fault occurs with the product in the first 14 days after delivery, you must return the item to GraysOnline for a replacement by contacting customerservice@grays.com.au. For any warranty claim within the first 14 days GraysOnline will pay for postage to return the faulty product.

If a fault occurs after the first 14 days you must contact ToolHQ on info@toolhq.com.au. In terms of our warranty, ToolHQ may elect to repair, exchange or replace the defective item with a substantially similar item. For any warranty claim after 14 days, postage to and from ToolHQ will be paid by the customer

Warranty obligations are limited to the terms set forth below:

ToolHQ warrants products against defects in materials and workmanship under normal use for a period as specified in the product description from the date of purchase ("Warranty Period"). If a material defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, ToolHQ will either (1) repair the hardware defect at no charge, using new or refurbished parts equivalent to new in performance and reliability, (2) exchange the product with a product that is in a similar condition, performance and reliability and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Where the product was sold as part of a package deal or kit, ToolHQ will fulfil its warranty obligation by repair, exchange or refund of the defective item only. If the defective item was sold as part of a kit or package deal, ToolHQ shall in its sole discretion, but acting reasonably, determine the refund amount of the item. ToolHQ may request that you replace defective parts with new or refurbished user-installable parts that ToolHQ provides in fulfilment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by ToolHQ, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes ToolHQ's property. Parts provided by ToolHQ in fulfilment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to ToolHQ and becomes ToolHQ's property.

Exclusions and Limitations:

This Limited Warranty applies only to products sold by GraysOnline to the end user. It specifically excludes any bonus or gift items. ToolHQ does not warrant that the operation of the product will be uninterrupted or error-free. ToolHQ is not responsible for damage arising from failure to follow instructions relating to the product's use. Unless stated otherwise, this warranty does not apply: (a)

to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches and dents; (c) to damage caused by use with product not supplied by ToolHQ; (d) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by ToolHQ or manufacturer; (f) to damage caused by service performed by anyone who is not a representative of ToolHQ (g) to a product or part that has been modified to alter functionality or capability without the written permission of ToolHQ; or (h) if any serial or other number has been removed or defaced; or (i) to damage caused by the product being misused; or (j) to any issues relating to fair wear and tear.

To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, ToolHQ specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If ToolHQ cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by ToolHQ in its sole discretion. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. Except as provided in this warranty and to the extent permitted by law, ToolHQ is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property.

These 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 good repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.