

SYNERGY BUSINESS SYSTEMS EXPRESS WARRANTY

The express warranties referred to below are provided by Synergy Business Systems Pty Ltd ACN 142 397 886 (**Synergy**) of 1/225 Montague Road West End Queensland 4101 (1300 161 872) or Website: www.synergysystems.com.au

PRODUCT LIFETIME GUARANTEE*



Synergy guarantees Konstrukt® Professional Quality Tools Konstrukt® products (other than Excluded Products) sold and marked with the 'Product Lifetime Guarantee' symbol, against faulty workmanship and materials for the useful life of the product from the date of purchase from Synergy and authorised Konstrukt dealers, (subject to the limitations and conditions in this document), Synergy will, at their discretion, repair or replace such faulty products free of charge. For details of 'Excluded Products', please see 'Warranty Exclusions' on page 3.

Warranty given by Synergy Business Systems Pty Ltd of 1/225 Montague Road, West End, Queensland 4101 (T:1300 161 872).

If a defect is discovered in the materials or workmanship of a relevant product within the useful life of the relevant product, you can, at your cost, send the product to the above address for replacement or repair. Please see further details on how to make a claim see 'Warranty Claims' on page 4.

Your rights under this warranty are in addition to any other rights you have under the Australian Competition and Consumer Act 2010 (**Australian Consumer Law**) or other applicable laws. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law, the New Zealand Consumer Guarantees Act 1993 and any other laws in relation to the products to which this warranty relates. 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.

This warranty:

- covers the relevant product against faulty materials or workmanship; and
- covers the replacement parts, the repair labour used, a refund of the price of the relevant product or other compensation for the remainder of the warranty period.

* Lifetime may vary from product to product and subject to the proper use of the product.

12 MONTH WARRANTY*



Subject to the limitations and conditions in this document, Konstrukt® Products (other than Excluded Products) sold and marked with the '12 Month Warranty' symbol have a '12 Month Warranty' from the date of purchase from Synergy or Konstrukt® authorised dealers against faulty workmanship and materials. For details of Excluded Products, please see 'Warranty Exclusions' on page 3.

Equipment products are designed and manufactured for a specific purpose, and if used for purposes other than their intended use, will not be covered by the guarantee. Before returning items that may be deemed faulty, please consider the normal wear and tear factor as some charges may be incurred if not deemed a warranty repair. Parts and Accessories are not covered under this Warranty. All warranty work must be carried out by a Synergy Authorised Service Agent.

Warranty given by Synergy Business Systems Pty Ltd of 1/225 Montague Road, West End, Queensland, 4101 (T:1300 161 872 or Website: Synergy Contact us).

If a defect is discovered in the materials or workmanship of a relevant product within 12 months from the date of purchase from Synergy or authorised Konstrukt® dealers, you can, at your cost, send the product to 6/36 Archerfield Road, Darra, Queensland 4076, for replacement or repair. For further details of how to make a claim, see 'Warranty Claims- how to Make a Claim' on page 4.

Your rights under this warranty are in addition to any other rights you have under the Australian Competition and Consumer Act 2010 (**Australian Consumer Law**) or other applicable laws. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law, the New Zealand Consumer Guarantees Act 1993 and any other laws in relation to the products to which this warranty relates. 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.

This warranty:

- covers the relevant product against faulty materials or workmanship; and
- covers the replacement parts, the repair labour used, a refund of the price of the relevant product or other compensation for the remainder of the warranty period.

WARRANTY EXCLUSIONS

The 'Product Lifetime Guarantee' and '12-month Warranty' (**Express Warranty**) do not cover the following products (**Excluded Product**).

- Products (including parts or components) that have been used for purposes other than for its intended use, or that have been disassembled and/or reassembled, improperly installed, repaired by a third party who is not a Synergy Authorised Service Agent, misused, abused, neglected, accidentally damaged, or subjected to normal wear and tear.
- products which have not been correctly maintained or stored.
- Sockets and accessories used on impact guns (not including impact sockets and accessories).
- Screwdrivers not used for their intended purpose. For example, screwdriver used as chisels or tyre levers.
- Ratchets that have been affected by normal wear and tear or that have been dented, grooved, and broken.
- Circlip Plier Tips.
- Extension Bars and Flex Handles that have had pipe applied for extra leverage or have been struck with a hammer.
- Storage (except where specified).
- Taps and Dies.
- Hex / TORX®* / Tamperproof TORX®* Keys.
- Power Driving Bits and Impact Driver Bits.
- Hammers and Striking implements including Cold Chisels and Punches.
- Screw and Bolt Extractors.
- Drill Bits.
- Hex / TORX®* / Tamperproof TORX®* Bits.
- Consumable products (including but not exclusive to knife blades, hacksaw blades, drill bits, augers, grinding wheels, tyres, vacuum bags, nozzles, globes, LED's, batteries, fittings, springs, blades, chucks, arbors, chisels, pads / discs, stones, needles, retaining rings, jaws or any other such attachments).
- Serviceable parts (including but not exclusive to bearings, seals, filters, spark plugs, globes, belts, batteries, fluids, fittings, springs).

- Castor wheels / Creeper wheels.
- Bolt Cutter Jaws.
- Electrical, Petrol, Hydraulic and Pneumatic products.
- Personal Protective Equipment (including but not exclusive to: earplugs, ear muffs, safety glasses, helmets, gloves, harnesses);
- Extension Leads and Power Outlets.
- Konstrukt® express warranties also do not cover damage to or loss of items stored in any Konstrukt® storage boxes (such as site boxes or vehicle storage boxes);

(*TORX® is a registered Trademark of Acument Intellectual Properties, LLC)

Synergy and Konstrukt authorised dealers are not liable under or in connection with an Express Warranty for any Consequential Loss howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

Consequential Loss means damages for:

- any loss beyond the normal measure of loss or loss that every plaintiff in a like situation will suffer including additional expenses incurred as a result of any event;
- any loss suffered by a Party that cannot reasonably be considered to arise naturally from that breach or event, fact, matter or circumstance;
- any and all special, indirect, exemplary or punitive loss even if such loss could reasonably be considered to arise naturally from that breach or event, fact, matter or circumstance; and
- loss of revenue, loss of profit, loss of goodwill or loss of opportunity, even if such loss could reasonably be considered to arise naturally,
- whether arising in contract, tort (including negligence) or equity or under statute.

WARRANTY CLAIMS

HOW TO MAKE A WARRANTY CLAIM

To make a valid claim under an Express Warranty, you must:

1. Return the product firstly to the place of purchase or any authorised Synergy service agent (or lastly to one of Synergy's other addresses), with a confirmed original proof of purchase clearly showing the date of purchase, or contact Synergy on T: 1300 161 872 Website Synergy Contact us to troubleshoot or further information; and
2. Provide Synergy any further information when requested.

You are responsible for all costs incurred by you to return the Synergy Product to Synergy and all other costs you incur in making a claim under an Express Warranty.

The rights under the Express Warranties are in addition to your rights under the Australian Consumer Law. 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.

For service in Australia or New Zealand the consumer should refer to the Australian Synergy Customer Service on 1300 161 872 or refer to the Synergy website <https://www.synergysystems.com.au/contact-us-more-information>

We may also require further information from you in order to process your manufacturer's warranty claim, such as your contact details which can include the following:

- phone number;
- address; and
- email address.

FREIGHT

All products must be returned to the place of purchase, any authorized Synergy service agent or one of Synergy's other addresses, with a confirmed register receipt or invoice clearly showing the date of purchase prior to freight. Synergy may, at its absolute and unfettered discretion, accept any product (other than Excluded Products) submitted for return by the Purchaser and subject to any conditions Synergy wishes to impose on such a return.

If Synergy agrees to accept the returned products from the Purchaser, the Purchaser accepts that it shall be responsible for payment of all transportation and freight costs in having the products returned to Synergy.

WARRANTY CLAIMS

If you make a claim under an Express Warranty and none of the exclusions set out above apply, Synergy Construction and Industrial Supply Group Pty Ltd will at its election, repair or replace the Konstrukt® Product under warranty and return the repaired or replacement product to the purchaser at Synergy's costs.

All repairs conducted on Synergy products under this express warranty must be carried out by an authorized nationwide Synergy service agent. Details of these authorized service agents can be found in the specific product manuals or from Synergy on request.

CONSUMER GUARANTEES

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.

If you have any queries, please contact Synergy on 1300 161 872 Website: Synergy Contact us for further information.

Revised: 5th May 2023