

STIHL STANDARD WARRANTY

1. WARRANTOR

This Warranty is provided by:

STIHL Pty Ltd (“**STIHL**”)

ACN 004 881 145

ABN 76 004 881 145

5 Kingston Park Court, Knoxfield, Victoria, Australia, 3180

Email: enquiries@stihl.com.au

Telephone: 1300 366 665

2. ABOUT THIS WARRANTY

- 2.1 This Warranty applies if a STIHL Product fails during the Warranty Period due to a defect in factory materials or manufacturing.
- 2.2 This Warranty only applies to STIHL Products acquired from STIHL or a Local STIHL Dealer.
- 2.3 This Warranty is provided for the sole benefit of the person who is recorded in the Warranty Database as the end customer in relation to the STIHL Product (“**Customer**”). The benefit of this Warranty is not transferable.
- 2.4 This Warranty does not apply to any item that is:
 - a. not described in the Warranty Table; or
 - b. excluded by section 7 of this Warranty.
- 2.5 This Warranty is not a contract and STIHL does not intend for it to create, or form part of, any contract.
- 2.6 STIHL’s privacy policy applies to personal information collected by STIHL in relation to the Customer.
- 2.7 The terms of the Warranty as set out in this document apply in respect of a STIHL Product if Delivery of that STIHL Product occurs whilst these terms are in effect, and do not apply if Delivery of the STIHL Product occurs after these terms have been superseded (or otherwise cease to have effect).

3. ADDITIONAL RIGHTS UNDER AUSTRALIAN CONSUMER LAW

- 3.1 The benefit of this Warranty is in addition to any other rights and remedies the Customer may have under the Australian Consumer Law.

3.2 The following information is provided about Australian Consumer Law rights:

“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.”

3.3 Aside from that statement, STIHL will handle Warranty claims separately and will not provide information about other rights or remedies in the course of handling Warranty claims.

4. HOW TO MAKE A WARRANTY CLAIM

4.1 To make a claim under this Warranty in relation to a STIHL Product, the Customer must:

- a. deliver the STIHL Product (to which the Warranty claim relates) to a Local STIHL dealer;
- b. provide the Local STIHL dealer with proof of acquisition (including the date of acquisition) of that STIHL Product; and
- c. provide proof of identity, on request.

4.2 A claim under this Warranty must be made:

- a. during the applicable Warranty Period; or
- b. after the applicable Warranty Period, but only if the Customer also provides evidence that the STIHL Product failed during the applicable Warranty Period due to a defect in materials or manufacturing.

4.3 The Customer is responsible for paying its own costs of making a claim under this Warranty (such as costs of delivering the STIHL Product to a Local STIHL dealer).

4.4 Unless a claim is made in accordance with section 4, STIHL is not obliged to process it as a claim under this Warranty.

5. OUTCOME OF WARRANTY CLAIM

5.1 STIHL, or the Local STIHL Dealer to whom the STIHL Product was delivered, will notify the Customer of the outcome of the Warranty Claim.

5.2 If STIHL decides (or approves the decision of a Local STIHL Dealer) that a STIHL Product which is the subject of a Warranty Claim has failed during the Warranty Period due to a defect in factory materials or manufacturing, STIHL will repair or replace (at its election) the defective factory component or the STIHL Product, or support a Local STIHL Dealer to do so.

5.3 Repairs will be scheduled and performed in accordance with the normal work flow of STIHL or the Local STIHL dealer (as applicable) responsible for carrying out the repair. The

timing of a repair or replacement may depend upon the availability of replacement STIHL products, parts and components (as the case may be). The repaired or replacement STIHL Product will be made available for collection at the Local STIHL dealer to whom the Customer delivered the STIHL Product.

- 5.4 The Customer will not be charged by STIHL or the Local STIHL Dealer for a repair or replacement made under this Warranty.
- 5.5 A Warranty Claim may be rejected in whole or in part, including where:
- a. the Customer has separately been provided or promised compensation in respect of the failure or defect to which the Warranty claim relates (for example, a refund has been paid);
 - b. the claim is not made in accordance with this Warranty; or
 - c. there is insufficient evidence to prove that the STIHL Product failed during the Warranty Period due to a defect in factory materials or manufacturing.

6. WARRANTY PERIOD

- 6.1 The Warranty Period applicable to a STIHL Product:
- a. starts on the date of Delivery of the STIHL Product ; and
 - b. finishes at the end of the period described in the Warranty Table for the applicable Product Type and Customer Type.
- 6.2 The Warranty Period will be determined on the basis of the Customer Type recorded in the Warranty Database at the time the Warranty Claim is decided by STIHL. The Customer Type in the Warranty Database is based on information obtained by STIHL (or a Local STIHL dealer) through the Warranty registration process and subsequently STIHL may update or correct the Warranty Database at any time (even after a claim has been made under this Warranty).
- 6.3 Where multiple STIHL Products are acquired by a Customer, each is a separate STIHL Product for the purposes of this Warranty. For example, where a Customer simultaneously acquires a power tool and a cutting attachment, the Customer acquires two STIHL Products (the power tool and the cutting attachment), each of which has a separate Warranty Period.

7. ACQUISITIONS NOT COVERED BY THIS WARRANTY

- 7.1 This Warranty does not apply to any STIHL Product that is:
- a. not new when it is acquired by the Customer;
 - b. acquired at auction;
 - c. acquired from an overseas-based person;
 - d. acquired from an Australian-based person other than a Local STIHL Dealer or the Warrantor;

- e. acquired through a platform (including an electronic platform or marketplace, such as a website or app) that is not operated by or with the authority of STIHL; or
- f. subject to any other warranty from STIHL (unless the other warranty is an applicable statutory warranty).

7.2 This Warranty does not apply to any services supplied in relation to a STIHL Product. For example, it does not apply to:

- a. assembly;
- b. installation (including of any STIHL iMow product); or
- c. repair.

7.3 This Warranty does not apply to any parts required for the normal and regular maintenance of the STIHL product (such as lubricants, engine tune-ups etc) or normal adjustments which are explained in the Instructions.

8. FAILURES NOT COVERED BY THIS WARRANTY

8.1 This Warranty only applies to the failure of a STIHL Product during the Warranty Period due to a defect in factory materials or manufacturing. This Warranty does not cover the failure of a STIHL Product for any other reason. Merely for example, it does not apply to the failure of a STIHL Product due to:

- a. normal wear and tear;
- b. installation or assembly;
- c. damage caused, or a failure to take reasonable care, by any person other than STIHL;
- d. user error, unlawful use, unauthorised use, misuse or use that is not in accordance with the Instructions;
- e. use of the STIHL Product for an incorrect or unsuitable application or purpose (such as using a domestic model for a commercial or professional application or purpose);
- f. the use of non-genuine parts or components (genuine parts are manufactured or imported by STIHL, supplied by a Local STIHL Dealer or approved by STIHL for use with the STIHL product);
- g. modifications (including modification of engine tuning);
- h. maintenance (or lack of maintenance) or repairs;
- i. transportation or storage;
- j. the STIHL product coming into contact with or being exposed to dirt, abrasives, moisture, rust, corrosion, varnish or other similar conditions;
- k. the use of fuel, or fuel and oil mix, that are not indicated in the Instructions;
- l. the use of chain and bar oil, or lubricating oil, that are not indicated in the Instructions;
- m. the use of a damaged battery or charger, or the use of a battery or charger that are not indicated in the Instructions;

- n. the act or omission of any person, or any cause independent of human control, that occurred after the STIHL Product left the control of STIHL; or
- o. any accident, abuse, event of force majeure, fire, sabotage, vandalism or similar causes;
- p. the STIHL Product being supplied with a defect or limitation that was specifically drawn to the Customer's attention, and accepted by or on behalf of the Customer, before the STIHL Product was supplied.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1 This clause 9 applies to the extent permitted by law. It does not exclude, restrict or modify or have the effect of excluding, restricting or modifying, the application of:
- a. any applicable consumer guarantees under the Australian Consumer Law in respect of STIHL Products that are of a kind ordinarily acquired for personal, domestic or household use or consumption; or
 - b. any law or regulation that cannot be validly excluded, restricted or modified.
- 9.2 The liability of STIHL under this Warranty is limited to the replacement or repair (at STIHL's election) of defective factory components and STIHL Products that are the subject of a Warranty Claim, or to supporting such replacement or repair (at STIHL's election) by a Local STIHL Dealer. This Warranty does not make STIHL liable for any Loss (including Consequential Loss) arising in connection with the failure of any STIHL Product.
- 9.3 This Warranty does not contain any representation from STIHL about the nature, manufacturing process, characteristics or suitability for purpose of any particular STIHL Product.
- 9.4 Local STIHL dealers are not authorised to act or make representations on behalf of STIHL. STIHL is not bound by, and disclaims liability for, the acts or omissions (including representations) of any Local STIHL Dealer.

10. COMPLAINTS

Complaints about the handling of a Warranty claim should be addressed to STIHL.

11. DEFINITIONS

In this Warranty:

Consequential Loss means any Loss:

- a. that is of a consequential nature;
- b. that is of an indirect nature;
- c. not reasonably foreseeable or does not arise naturally from the underlying event, matter or circumstance;

- d. that is of an exemplary, punitive or incidental nature;
- e. of revenue or profits;
- f. of capital (other than the value of the STIHL Product to which the Warranty claim applies);
- g. from business interruption;
- h. of anticipated savings;
- i. of opportunity;
- j. arising from rental of substitute equipment;
- k. other commercial or personal loss or damage.

Customer Type means, in respect of a Customer and a STIHL Product, whichever one of the following customer types is recorded in the Warranty Database:

- a. personal / domestic;
- b. commercial / professional;
- c. hire / rental; or
- d. government.

Delivery means the dispatch or physical transfer or delivery of a STIHL Product by a Local STIHL Dealer (or STIHL) to a Customer or representative, or the collection of a STIHL Product by a Customer or representative from a Local STIHL Dealer (or STIHL).

Instructions means, in relation to any STIHL Product:

- a. the written instructions published by STIHL (or related parties) in relation to the STIHL Product, such as any User Manual;
- b. any other instructions or guidelines published by STIHL from time to time, whether in writing or by audio-visual means;
- c. instructions provided by the Local STIHL Dealer in relation to the STIHL Product, in any form.

Local STIHL dealer means any dealer in Australia that is authorised by STIHL to supply STIHL products.

Loss means any loss, cost, liability or damage (including legal costs), however arising.

STIHL Product means each STIHL branded power tool, accessory, battery and other item described in the Warranty Table, except items excluded by section 7 of this Warranty.

Warranty means the warranty set out in this document.

Warranty Claim means, in respect of a STIHL Product, a claim made in relation to that STIHL Product in accordance with section 4.

Warranty Database means the database maintained by STIHL which contains Warranty registration details, such as Customer name and contact details, Customer Type and STIHL Product details.

Warranty Period means, in respect of a Warranted Product, the period determined in accordance with section 6 this Warranty for the Warranted Product.

Warranty Table means the Warranty Table that is attached, linked to or otherwise referred by this Warranty as at the date of Delivery of the STIHL Product (irrespective of the date of payment for the relevant STIHL Product).

WARRANTY TABLE

See appendix 1.