

CONDITIONS OF WARRANTY FLEXTOOL PRODUCTS

PARCHEM CONSTRUCTION SUPPLIES

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 for 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.

Parchem is also offering the purchaser the following warranty.

1. This warranty applies only to Products sold by Parchem. "Parchem" means Parchem Construction Supplies Pty Ltd (ACN 069 961 968) at 7 Lucca Rd, Wyong NSW 2259, Phone: (02) 4350 5000 and Email: parchem@parchem.com.au.
2. Warranty Period - Except as set out in paragraph 5, for the warranty period (as stated below), starting from the date of purchase, Parchem warrants that the Product (not including the engine) supplied to you, will, under normal use, be free from defects arising in the manufacture of the Product.
1 Year – Flextool Products (Power Trowels, Drive Units, Pumps, Concrete Vibrator Shafts, Power Screeds, Compaction Products)
3. Making a claim - To make a claim under this warranty you must, within 28 days of any alleged defect or failure of the Product first becoming apparent, provide to Parchem the original invoice or other proof of purchase document disclosing the purchase date, along with details of the alleged defect or failure, to Parchem at 7 Lucca Rd, Wyong NSW 2259. You are responsible for the expense of making a claim under this warranty.
4. What Parchem will do - In the event that a claim is made under this warranty and it is established to Parchem's satisfaction that there is a manufacturing defect in the Product (other than the engine) in breach of this warranty, Parchem will repair the Product, provide replacement Product or supply an equivalent Product (in a manner Parchem considers reasonable). However, Parchem will not be responsible under this warranty for, nor pay the costs of, removing the existing Product, or reinstalling the new Product, or any associated costs or damages.
5. What the warranty does not cover - Subject to paragraph 7, this warranty does not extend to, and Parchem will be relieved of, all obligations, responsibilities and liabilities in the event that defects in the Product are directly or indirectly, in the opinion of Parchem, due to or result from:
 - Unreasonable use - the Product not being used correctly in accordance with the operating instructions or other unreasonable use;
 - Instructions - failure to observe any instructions or directions (including any installation instructions, "hazards and risks" notifications, safety instructions and specified applications for the Product in the operating instructions), provided with the Product or given to the purchaser by Parchem;
 - Unauthorised acts - modifications or repairs made or attempted to be made by you or any unauthorised person, including use of unauthorised parts or attachments;
 - Service/maintenance/storage - lack of proper maintenance, service, storage or care of the Product, including failing to follow procedures specified in the instructions for use or care;
 - Outside control - events or acts beyond the reasonable control of Parchem, including accidents;
 - Contamination - use of contaminated oils or lubricants;
 - Wear and tear – ordinary wear and tear; or
 - Other specified causes - any other causes specified in the instructions for use or care as being excluded from this warranty.

In addition, subject to paragraph 7, this warranty does not cover:

- Modifications - Parchem will not be required to incorporate modifications made to existing/future Product models;
 - Transport expenses - incurred by Parchem in either travelling to and from or transporting the Product to and from your premises and to the authorised repairer - you will need to pay for these travelling expenses;
 - Engines - faults with an engine, where your Product includes an engine. In some cases the engine may be covered by a warranty from the engine's manufacturer;
 - Consumables - including, for example, filters, belts, hoses, lubricants, blades and cutters;
 - Risks - to the Product while in transit to and from your premises to the authorised repairer; or
 - Additional access expenses - incurred by Parchem in obtaining access where the Product is not readily accessible - you will need to pay for those additional expenses.
6. This warranty becomes valid only when Parchem has been paid in full for the Product.
 7. The benefits given by this warranty are in addition to other rights and remedies of the consumer under any law in relation to the Products which can not be excluded.

This warranty document is not intended to create a contract between Parchem and the purchaser.



Parchem Construction Supplies Pty Ltd
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