Limited Warranty – Australia and New Zealand

This warranty statement only applies to products purchased in Australia and/or New Zealand. The warranties in this statement are in addition to any rights and remedies that you may have under the Australian Consumer Law, or under the New Zealand Consumer Guarantees Act (1993).

This warranty is given in Australia, by the exclusive distributor of KYORITSU products in Australia, Eaton Electrical (Australia) Pty. Ltd., and in New Zealand, Eaton Industries Company. If you are in Australia, "EATON" refers to Eaton Electrical (Australia) and if you are in New Zealand, "EATON" refers to Eaton Industries Company.

Your KYORITSU product comes with a limited 36 months manufacturer's warranty from the date of the initial purchase. This warranty is given only to the original purchaser and does not apply to any pre-used products.

This warranty covers defects in your product due to design or manufacturing. Defective products (or parts of products) that are covered by this warranty will, at the discretion of EATON, be repaired or replaced.

This warranty does not cover any defects or damage that result from:

- Accidental or intentional damage, neglect, abuse including failure to store, maintain or service the product in line with the product's instruction manual.
- Transportation and delivery (other than caused by KYORITSU or by EATON).
- Installation, usage or operation not in accordance with the product's instruction manual or relevant electrical or safety standards.
- The opening, tampering, altering or repairing by anyone other than EATON or an EATON authorised service partner.
- Acts of nature such as lightning, power surge damage, fire, storm, etc or the environment such as water, animal activity, dirt and contamination.
- Any consumables such as batteries, test leads or fuses related claims.
- Normal wear and tear, defects that are cosmetic in nature and do not affect the product's performance or function.

HOW TO MAKE A CLAIM

To claim under this warranty, you will need to:

- 1. Contact your place of purchase to validate if your claim falls within this warranty.
- 2. If your place of purchase is not available,
 - (i) Notify EATON via the contact details below.
 - (ii) Obtain and complete EATON's "Test & Measurement Warranty Repair/Replace" form.
 - (iii) Provide proof of purchase, such as a copy of the sales invoice which clearly shows the date of purchase.
 - (iv) EATON will advise you of the authorised agent that your product must be returned to and you will need to arrange for the return of the product to EATON and/or the authorised agent.
- 3. If your claim falls within this warranty claim, your product will need to be returned to EATON at your cost, and EATON will (at its option) repair or replace the product.
- 4. EATON will send the repaired or replacement product back to you anywhere within Australia or within New Zealand (as relevant), and your returned product becomes EATON's property.
- 5. Products returned to EATON but are found to be outside the scope of this warranty will be subject to an inspection and handling charge, plus transportation charges.

STATUTORY RIGHTS

For Australian consumers: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a 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.

For New Zealand consumers: To the extent that you are a consumer as that term is defined in the *Consumer Guarantees Act (1993)* NZ or otherwise have rights under that law, nothing in these Conditions of Sale excludes those Consumer Law Rights.

Where EATON is legally entitled to do so, EATON's liability in respect of the Australian Consumer Law or the Consumer Guarantees Act, is limited at its option to:

- 1. in the case of goods:
 - (i) the replacement of the product or the supply of an equivalent product;
 - (ii) the repair of the product;
 - (iii) the payment of the cost of replacing the product or of acquiring an equivalent product; or
 - (iv) the payment of the cost of having the product repaired; and
- 2. in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

CONTACT DETAILS

For Australian consumers: Eaton Electrical (Australia) Pty. Ltd. ABN 77 000 050 644 10 Kent Road, Mascot, NSW 2020 AUSTRALIA

Tel: 1300 332 866

Email: australiasales@eaton.com

For New Zealand consumers: Eaton Industries Company NZCN 284932 GST 48-218-105 106 Wrights Road PO Box 11-88 Christchurch 8443 NEW ZEALAND

Telephone: +64 3 335 3126 Email: nzorders@eaton.com Kyoritsu Electrical Instruments Works, Ltd. No. 5-20, 2-Chome, Nakane, Meguro-ku Tokyo, 152-0031, JAPAN Tel: 81 3 3723 0131

Web: https://www.kew-ltd.co.jp/en/