

## DREISSIGACKER OARS WARRANTY

**Our Contact Details** 

Jeff Sykes & Associates Pty Ltd ACN 051 674 625 Trading as Concept2 Australia 65-67 Tucker Street BREAKWATER VIC 3219 Telephone number: 1800 730 051 Email address: info@concept2.com.au

## Warranty

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.

- 1. The benefits under this warranty are in addition to non-excludable rights and remedies that apply by law in relation to the Goods.
- 2. This warranty applies for a period of 2 years from the date of purchase. The warranty does not cover normal product wear (wearing parts include, but are not limited to, grips, sleeves, and collars) and any product failure caused by off water damage, or any misuse or damage to the product while in the possession of the purchaser, including use that over-taxes the design limits of the oars, such as full power rowing with less than a full boat. The oars are designed to withstand the forces generated under normal racing shell use.
- 3. This warranty extends to the original purchaser of the product and to each transferee owner of the product during the term of the warranty.
- 4. We warrant that the Goods are free from defects in workmanship and materials.
- 5. Subject to the conditions of warranty set out below, if the Goods **are defective** for any reason within the applicable warranty period, we will repair or replace the Goods, or part thereof, free of charge.
- 6. The costs of:
  - 6.1. freight and, if applicable, customs clearance fees;
  - 6.2. labour for installation of any part supplied to you under warranty;

are not covered by this warranty.

7. This warranty does not apply to:

- 7.1. damage to the finish of your Goods;
- 7.2. failure of the Goods to conform with the warranty which was caused by unreasonable use, including but not limited to failure by the consumer to provide reasonable and necessary maintenance;
- 7.3. any Goods designated or sold as B-grade, which are sold "as is".
- 8. To the extent permitted by law, we will not be liable or in any way responsible for any special, indirect, incidental, or consequential loss or damage that is not reasonably foreseeable, including, without limitation, lost profits, emotional, multiple, punitive or exemplary damages or legal fees.
- 9. Apart from any consumer guarantees under the Australian Consumer Law, or any other applicable state or federal law, all other warranties, express or implied, and whether arising by virtue of statute or otherwise, are hereby excluded.
- 10. Altering Dreissigacker Oars voids our warranty

## Conditions of Warranty

- 1. Any warranty claim must be made within 28 days of the date upon which the defect first became known or first should have been discovered.
- 2. To make a warranty claim we require the following steps to be taken:
  - 2.1. contact Concept2 Australia by telephone (1800 730 051) to inform us of the nature of the problem.
  - 2.2. send the following to us at the address specified in this warranty:
    - 2.2.1. a letter setting out your name, return freight address, telephone number and a brief discretion of how the problem occurred; and
    - 2.2.2. the defective part of the Goods.
- 3. Freight costs and travel expenses associated with compliance with this warranty and the repair or replacement of the Goods under warranty are the responsibility of the customer.
- 4. If the Goods are repaired or replaced under warranty, this warranty will apply for the duration of the unexpired portion of the original warranty.
- 5. No amendment to this warranty will be valid or binding unless recorded in writing and signed by our authorised officer.
- 6. Subject to the Australian Consumer Law and any other applicable state or federal law:
  - 6.1. we expressly disclaim any responsibility for any other warranty issued by any other party in respect to the Goods purchased from us or the specification, design, manufacture or installation thereof. All claims under warranties issued by third parties must be directed to those third parties;

## Warranty Information Section - Complete this section for your records

Oars type:		
Date of purchase:	Invoice number:	
Oars Serial Number:		
Name on invoice:		