

MAKINEX PTY LTD**WARRANTY AGAINST DEFECTS**

ABN 74 122 171 555 | ACN 122 171 555 | Version 1.0, effective 1 November 2026

This document is the warranty against defects given by Makinex Pty Ltd. It is given under clause 6 of our Terms and Conditions of Sale and is provided in accordance with regulation 90 of the *Competition and Consumer Regulations 2010* (Cth). It replaces any warranty statement appearing elsewhere in this manual or in earlier revisions of it.

Your rights under the Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The benefits given to you by this warranty are in addition to other rights and remedies you have under a law in relation to the goods or services to which this warranty relates. Nothing in this warranty excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law. Where anything in this document is inconsistent with those rights, your rights under the Australian Consumer Law prevail.

Who gives this warranty**Makinex Pty Ltd** (ABN 74 122 171 555)

15 Waltham St, Artarmon NSW 2064

Telephone: 1300 795 953 or +61 2 9460 8071

Warranty claims: sales@makinex.com.au (sales enquiries: sales@makinex.com.au)**What is covered, and for how long**

We warrant that the Goods will be free from defects in materials and workmanship arising in normal use and under normal service conditions, and that any Services we supply will be free from defects in workmanship, for the periods set out below. **The defect must appear within the applicable period.** This warranty applies only to new Makinex products supplied by us or by our authorised dealers, and is given to the original purchaser.

Item	Warranty period	Period runs from
Machines and equipment generally — frame, structure, and mechanical and electrical components	12 months	Date of invoice
Hose2Go, Tile Smasher (including all variations of the Tile Smasher Head), Flippable Wide Chisel, and Makinex made consumable bolt and blade products	6 months	Date of invoice
Engines, alternators and pumps manufactured by others	12 months from us; the manufacturer's own warranty may be longer — see Components made by others	Date of invoice
Services — installation, commissioning, servicing and warranty labour	3 months	Completion of the Services
Parts and Goods repaired or replaced under this warranty	Unexpired balance of the original period	Original date of invoice

Where an item is not listed above, the 12 month period applies.

What we will do

If we accept a valid claim, we will at our option **repair** the Goods or the defective part, **replace** them with goods of the same or equivalent specification, **pay the cost of repairing** them, or **pay the cost of replacing** them. Our liability under this warranty is limited to the lower of the cost of repair and the cost of replacement of the affected Goods or part. For defective Services we will, at our option, re-supply the Services or pay the cost of having them re-supplied, whichever is lower.

These limits do not apply to the extent they would limit a right or remedy that cannot be excluded under the Australian Consumer Law.

Servicing and maintenance

You may have the Goods serviced by any suitably qualified and appropriately licensed person, and doing so does not affect your rights under the Australian Consumer Law. This voluntary warranty is conditional on the Goods having been maintained in accordance with the maintenance schedule in the operator's manual, and on you keeping records of that maintenance. We may ask to see those records when assessing a claim. Maintenance and servicing costs are not covered by this warranty.

What is not covered

Subject always to **Your rights under the Australian Consumer Law** above, this warranty does not cover:

- **attachments**, including jackhammers and other attachments supplied with or for use with the Goods, and any liability associated with them;
- **consumables**, including buckets, lids, nozzles, bags and similar items (Makinex made consumable bolt and blade products are covered for 6 months as set out in the table above);
- **consequential loss** — loss of profit, revenue, production or use, downtime, hire of substitute equipment, wasted expenditure, or any other indirect or consequential loss or damage, **except to the extent the Australian Consumer Law provides otherwise**;
- fair wear and tear, normal ageing, or repair when normal use has exhausted the life of a consumable or wear item, including filters, oils, lubricants, seals, hoses, belts, bearings, spark plugs, fuses and paint;
- misuse, abuse, overloading, neglect, accident, impact, vandalism, theft, or operation, storage or transport outside the published specifications, environmental limits or the instructions in the operator's manual;
- failure to service, maintain, clean or store the Goods in accordance with the maintenance schedule, or failure to keep adequate service records;
- use of non-genuine, unapproved or unsuitable parts, fluids, fuels or consumables, or problems caused by parts not supplied by the original manufacturer;
- repair, modification, adjustment or alteration by any person other than us or a person we authorise, and installation or commissioning not performed by or on behalf of us or not in accordance with our instructions and applicable laws and Australian Standards;
- unsuitable, unstable or interrupted power supply, voltage surge, lightning strike, incorrect phase rotation or earthing;
- corrosion, ingress or damage caused by the operating environment, including salt, dust, chemicals, flood, fire, storm, hail and pests, and failures due to acts of God or other events beyond our reasonable control;
- damage occurring after risk has passed to you, including damage in transit, storage, handling or relocation not performed by us;
- cosmetic damage, including paint and decals, and accessory parts and storage covers;
- Goods whose serial number or identification has been removed, defaced or altered; and
- expedited freight costs, and the cost of gaining access to the Goods, including dismantling and reinstating structures, craneage and scaffolding.

How to claim

- **Lodge your claim via our web site** www.makinex.com.au/warranty-claim, within the applicable warranty period and within 14 days after the defect becomes apparent.
- Include your invoice or proof of purchase, the model and serial number, a description of the defect, photographs, and any service, operating or fault log records we reasonably request.
- Make the Goods available for inspection and testing by us or a person we authorise. If we ask you to, return the Goods to the location we nominate.

- Do not repair or modify the Goods, or have them repaired or modified by anyone else, before we have inspected them. We cannot accept back charges for work we have not authorised.
- Once we have assessed the claim, we will repair the Goods (parts and labour), replace them, or compensate you for the defect, in accordance with **What we will do** above.

Who pays the expenses of claiming

Freight and transport are at your cost. You bear the expense of making a claim under this warranty, including delivering the Goods to our service premises or to our appointed agent, **the return of the Goods to you**, packaging, insurance, making the Goods available for inspection, and gaining access to them.

If we find no defect for which we are responsible, we may charge you for the inspection, collection and testing at our standard rates, provided we have given you a reasonable estimate of those costs before collecting the Goods.

Except where the Australian Consumer Law requires otherwise. Where you are a "consumer" under the Australian Consumer Law and the Goods fail to meet a consumer guarantee, we will — to the extent the Australian Consumer Law requires — collect the Goods at our expense where they cannot reasonably be returned, removed or transported by you because of their size, weight, the way they are installed or the nature of the failure; reimburse the reasonable cost you incur in returning the Goods to us; and bear the cost of returning the repaired or replaced Goods to you.

Components made by others

Engines, alternators, pumps and other components manufactured by third parties may carry a warranty from their own manufacturer that is longer than 12 months. Our warranty for those components is 12 months. Beyond 12 months, you claim against the component manufacturer, and acceptance of that claim is at the manufacturer's discretion and on the manufacturer's terms. We will on request assign to you the benefit of the manufacturer's warranty to the extent it is assignable, tell you who the manufacturer is, and give you reasonable assistance in making a claim.

This does not limit your rights under the Australian Consumer Law against us as supplier. Those rights apply for whatever period is reasonable having regard to the price, nature and expected life of the Goods, which may be longer than 12 months, and they are not subject to any manufacturer's discretion.

General

Warranty work is carried out by us or by a person we authorise, at a location we determine, during normal business hours. This warranty is not transferable without our prior written consent, and this does not limit any right or remedy of any person under the Australian Consumer Law. This warranty is governed by the laws of New South Wales.