

# Conditions of Limited Warranty

## Selected HiKOKI Products

APPLICABLE TO PURCHASES MADE ON OR AFTER 17 JUNE 2019

HiKOKI Power Tools Australia Pty Ltd ('HiKOKI') warrants that selected products and services supplied by it and purchased by you from Authorised HiKOKI Dealers throughout Australia are free of defects and come with a limited warranty ('Warranty'). The selected HiKOKI products that come with a limited warranty are specifically set out in the 'Warranty Period and Selected Products' table in this Warranty. The services to which any Warranty applies are those services that are performed with an express warranty. For the avoidance of doubt, the selected HiKOKI product types that are set out in the 'Warranty Period and Selected Products' table include both the HiKOKI-branded and Hitachi-branded versions of those HiKOKI product types, provided that the products are purchased on or after 17 June 2019. All other HiKOKI products that are not listed in the Warranty Period and Selected Products table and other products listed under Warranty Exclusions are excluded from this express warranty.

### Warranty Claims

If you consider that any Service or selected product listed in the Warranty Period and Selected Products table supplied by HiKOKI is defective, you can lodge a claim under this Warranty and any apparent fault will be rectified free of charge by HiKOKI or a HiKOKI Authorised Service Dealer within the applicable Warranty Period for that selected product or Service, which is effective from the date of purchase provided that you meet the following conditions;

- You must produce the original invoice or other proof of purchase document disclosing the purchase date.
- All costs of installation, cartage, freight, travelling expenses, hiring tools and insurance are paid by the customer.
- The product, being precision equipment, has not been misused, adjusted or serviced by any person other than a HiKOKI Authorised Service Dealer.
- The equipment has been installed correctly and is used in accordance with the HiKOKI instructions supplied with the product.

HiKOKI offers this Warranty to you in addition to all other rights and remedies that you may have under law in relation to the selected products to which this Warranty relates.

If the supply of the Selected Products is a consumer sale pursuant to the Australian Consumer Law, the following

statement applies. In this statement, 'goods' means the Selected Products, 'services' means any of HiKOKI's services that come with an express warranty, and 'our' means HiKOKI.

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 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 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 services.

Notwithstanding the proceeding clause, HiKOKI's liability in respect of a breach of a consumer guarantee or any warranty made under these Conditions of Limited Warranty for any of the selected products or services not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permissible by law and at the option of HiKOKI to:

1. with respect to Selected Products:
  - replacing the Selected Products or the supply of equivalent products;
  - the repair of the Selected Products;
  - the payment of the cost of replacing the Selected Products or of acquiring equivalent products; or
  - the payment of the cost of having the Selected Products repaired; or
2. with respect to Service:
  - supplying the Services again; or
  - the payment of the cost of having the Services performed again.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Conditions of Limited Warranty are excluded and HiKOKI is not liable in contract, tort (including, without limitation, negligence or

breach of statutory duty) or otherwise to compensate the customer for:

1. Any increased cost or expenses;
2. Any loss of profit, revenue, business, contracts or anticipated savings;
3. Any loss or expense resulting from a claim by a third party; or
4. Any special, indirect or consequential loss or damage of any nature whatsoever.

If you wish to make a claim under this Warranty, you should:

- Contact: ph (02) 8887 8100
- Visit your nearest HiKOKI Customer Service Provider;
- Visit the HiKOKI website for details:  
[www.hikokipowertools.com.au](http://www.hikokipowertools.com.au)

These conditions of this Warranty may only be varied with the written approval of the directors of HiKOKI.

### Extended Warranty

If a product type in the 'Warranty Period and Selected Products' table has a period of time specified in the column titled 'Extended' applicable to it, then the Warranty Period for the relevant product type will be the period in the 'Extended' column only if:

- (a) the customer registers their contact information and information regarding their purchase of the relevant HiKOKI product/s on HiKOKI's website at [www.hikokipowertools.com.au](http://www.hikokipowertools.com.au) within 4 weeks after the date on which they purchased the relevant HiKOKI product/s; and
- (b) the customer has complied with all other terms and conditions of this Warranty.

The period in the 'Standard' column is the applicable Warranty Period for a product type if:

- (c) no period of time appears in the 'Extended' column for a product type; and
- (d) if a period of time appears in the 'Extended' column for product type but the conditions in (a) and (b) above are not satisfied.



\*6 year warranty on selected products with online registration.  
For details visit [www.hikokipowertools.com.au](http://www.hikokipowertools.com.au)



## Warranty Period and Selected Products

Product Type	Warranty Period	
	Standard	Extended
AC Tools (Electric)*	3 years	6 years
Cordless tools (Skin)	3 years	6 years
Ni-Cd & Ni-MH batteries	1 year	N/A
Li-ion batteries	3 years	N/A
Chargers	3 years	N/A
Pneumatic tools (Air)	3 years	6 years
Outdoor Power Equipment (Engine)	3 years	6 years
Accessories	1 year	N/A
Hand Tools	1 year	N/A
Any of the above products purchased for the purposes of Hire & Rental	6 months	N/A
Personal Lighting & Storage	Limited** Lifetime warranty or as marked on packaging	

\*Excluding selected AC models as outlined above.

\*\*Lifetime warranty is limited to faulty workmanship and materials

Where HiKOKI provides any express warranty relating to any Service, the applicable Warranty Period to all such services is a period of 3 months.

## Warranty Exclusions

This section identifies what is excluded under this Warranty.

This Warranty DOES NOT cover damage caused by you or by anyone else:

- misusing, overloading or abusing the HiKOKI product,
  - operating the product in a manner that is not in accordance with the HiKOKI instructions supplied with the product (the “Manual”),
  - failing to clean the product in accordance with the instructions for correct and regular cleaning as set out in the Manual,
  - not carrying out periodic maintenance,
  - neglecting or otherwise failing to maintain the product in accordance with the instructions for maintenance of the product including regular tune-ups, lubrication, etc.
  - using incorrect voltage or non-authorized electrical connections with the product,
  - installing the product incorrectly,
  - using non-authorized/non-standard parts, non-genuine HiKOKI parts in connection with the product,
  - repairing or carrying out any work on the product by someone other than an Authorised HiKOKI Service Dealer,
  - causing a double burnout – field and armature burnout,
  - operating the product with any guard, shield or line cutting knife removed, repositioned, or that is incomplete or damaged,
  - using or operating the product with any evidence of partial failure of product or damage being present,
  - tampering with the product in any way other than in accordance with the Manual,
  - not having taken reasonable steps to prevent the damage or failure from occurring to the product,
  - storing the product inconsistently with manufacturer’s recommendations or where the product is exposed to corrosive substances such as fertilisers, grass and plant residue including palm tree sap, bore water and other detrimental environmental exposure,
  - making mechanical adjustments that are inconsistent with the Manual—including, chains, bars, engine tuning etc,
  - operating the product with incorrect fuel to oil ratio,
  - having made improper adjustments of ignition timing or the carburetor,
  - using the product with clogged or removed filters (i.e. fuel filter, oil filter, air filter), or
  - using incorrect chain and bar oil for the oil pump.
- In addition to the above, this Warranty DOES NOT cover the following:
- Selected Products purchased:
    - outside of Australia,
    - from a non-Authorised HiKOKI Dealer (such as purchases from unauthorised retailers and purchases over the internet, from local/international sellers or sites such as Ebay),
    - at an auction, or
    - from a private seller,
  - Products not specifically set out in the Warranty Period and Selected Products table contained in this Warranty,
  - Accidental damage or damage caused by an extra ordinary event or circumstance beyond your or anyone else’s control including damage caused by:
    - environmental factors,
    - natural discolouration of material due to ultraviolet light,
    - crushing, impact with hard surface or damage caused in the transit of the product,
    - foreign material, or exposure of the product to excessive heat or cold or to solvents, or water entry into the product,
    - abnormal product performance caused by any ancillary equipment interference or other external factors,
  - Damage or failure that occurs for a reason or reasons that were already disclosed to you (in writing or otherwise), prior to your purchase of the product,

- Damage or defects to the product that ought reasonably to have been revealed to you by an examination of the product, where you conducted such an examination before acquiring the product,
- Normal wear and tear due to the course of normal use,
- Freight costs associated with transporting the product between you, the place of purchase, the Authorised HiKOKI Dealer and HiKOKI for the purposes of making a claim pursuant to this Warranty or otherwise,
- Repairs that are required by you to be made to the product which are simply due to a clogged or restricted exhaust system, carbon deposits in exhaust ports, piston crown or combustion chamber or periodic decarbonising,
- Selected Products with serial number altered or removed,
- Refurbished, ex display or factory second selected products,
- Consumable items supplied with the product or that are a part of the product,
- Service parts,
- Accessories, that for the avoidance of doubt include but are not limited to the following: those included with the product at the time the product was purchased by you including cases & site bags, brushes, chucks, cord sets, bulbs, LED’s & lamps, driver & drill bits, blades, driver blades, o-rings, switches & triggers, power tool attachments, blades & cutters, spark plugs, carburetor kits, filters, bars & chains, cutting equipment, recoil springs, rope & belts, measuring devices, air (pneumatic) fittings, nose caps, gaskets, fuel hoses, or
- The product coming into contact with sand, water, rust, corrosion, fire, vermin and insect infestation, power outages or surges or inadequate voltage or current.

If the selected product you are using has been rented or leased by you, and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.

This Warranty does not cover service costs in replacing and maintaining consumable parts and accessories that have ceased working through normal wear and tear such as, but not limited to: drill heads, blades, cutters and other parts classifiable as a consumable part or accessory.

