



BUSY BEE BRUSHWARE PTY LTD WARRANTY STATEMENT

Busy Bee Brushware Pty Ltd (ACN 079 620 009) of 39 Swift Way, Dandenong South, Victoria, 3175 (**Busy Bee**) provides the following warranty (**Warranty**) in relation to its custom and industrial brushware and engineering plastic products (**Products**) that Busy Bee supplies to its customers (**Customers**).

The benefits of this Warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

If the Customer is a "consumer" under the *Australian Consumer Law*, Busy Bee confirms the following:

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 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.

WARRANTY

Busy Bee warrants that, subject to the terms of this Warranty and the exclusions and limitations contained herein, all parts of the manufacture and assembly of the Products will be free from defects in materials and workmanship for a period of 12 months from the date the Products were supplied (**Warranty Period**).

If, before the end of the Warranty Period, a defect appears in the manufacture or assembly of a Product and Busy Bee finds the Product to be defective in materials or workmanship, it will, in its sole discretion, either:

- replace or repair the Product or the defective part of the Product free of charge; or
- cause the Product or the defective part of the Product to be replaced or repaired free of charge.

Busy Bee reserves the right to replace a defective part of a Product with parts and components of similar quality, grade and composition where an identical part or component is not available.

Products presented for repair may be replaced by refurbished goods of the same type. Refurbished parts may be used to repair the Product.

It is your responsibility to ensure this product is suitable for fitment and use with your intended purpose. Busy Bee Brushware Pty Ltd (Busy Bee) makes no representation that this product is suitable for fitment and use. If you are in doubt as to the suitability of a Busy Bee product for fitment or use with your intended application, please obtain independent advice. To the maximum extent permitted at law, Busy Bee excludes any and all liability howsoever arising from improper fitment or use of Busy Bee products.

WARRANTY CLAIMS

1. If a defect covered by Warranty appears, the Customer must first contact Busy Bee:
 - (a) by telephone on (03) 9768 2865; or
 - (b) by email at info@busybee.com.au.
2. Any Warranty claim must be accompanied by:
 - (a) proof of purchase;
 - (b) full details of the alleged defect;



- (c) photo evidence of the alleged defect; and
 - (d) any other relevant documents.
3. The Customer must allow Busy Bee or its authorised agent to inspect and test the Product. If that inspection and test finds no defect in the Product, the Customer must pay Busy Bee's usual service and testing costs.
4. Unless otherwise agreed in writing by Busy Bee, the Customer must pay the cost of transporting the Product to and from Busy Bee or Busy Bee's authorised agent and any related insurance cost.

EXCLUSIONS

The Warranty does not apply if:

- (c) the Product is altered, modified or repaired by a party other than Busy Bee or its agent;
- (d) Busy Bee cannot find any defect in the Product after testing, inspection and assessment;
- (e) the Product is used other than for its designed purpose;
- (f) the Product has been subject to abnormal conditions;
- (g) the Product is involved in an accident;
- (h) the alleged defect is due to abuse, misuse, neglect (including failure to clean) or accident;
- (i) the alleged defect is due to the Customer's failure to properly maintain or use the Product;
- (j) the alleged defect is due to a failure to follow Busy Bee's instructions for the Product;
- (k) the alleged defect in the Product is within acceptable industry standards; or
- (l) the alleged defect is due to the Customer's request to customise the Product.

The Warranty does not extend to:

- (e) damage or defects caused by normal wear and tear;
- (f) the Equipment being damaged by third party equipment;
- (g) accidental or wilful damage, or Customer misuse; or
- (h) theft or vandalism.

LIMITATIONS

Busy Bee makes no express warranties or representations other than as set out in this document.

This Warranty is available to and for the benefit of the original purchaser of a Product from Busy Bee only. This Warranty cannot be assigned or transferred to, or used by, any other party.

Busy Bee will not be liable to the Customer or any other person in connection with this Warranty:

- (a) for any indirect or consequential loss, damage or costs incurred or suffered by the Customer or any other person;
- (b) for any damage to property, loss of turnover, loss of profits, loss of business or loss of good will.

Busy Bee's liability under this Warranty is limited to repairing or replacing the Product or part of the Product.

CONTACT

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Email: info@busybee.com.au