

PRODUCT WARRANTY

made
in
Germany

Molnar Hoists Pty Ltd (Molnar Hoists) warrants the Otto Nussbaum GmbH & Co. KG (Nussbaum) automotive workshop equipment products it has sold in Australia to perform in accordance with published specifications for specified time periods, when subjected to normal, proper and intended use.

Nussbaum goods sold in Australia 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.

Our liability under this product warranty is subject to us being satisfied that a defect was caused by a defective workmanship or materials, and was not caused or substantially contributed to by other factors or circumstances beyond our control, including (but not limited to) defective installation, maintenance or repair, product modification or alteration, any neglect misuse or excessive use, normal wear and tear or failure to follow manufacturer's instructions.

The benefits conferred by this product warranty are in addition to all rights and remedies conveyed under the Australian Consumer Law, and any other statutory rights to which you may already be entitled, and this warranty does not exclude, restrict or modify any such rights or remedies that are implied by law.

OWNER RECORD

Product Type _____

Serial Number _____ Customisation _____

Installer _____

Phone _____ Installation Date _____

Distributor _____

Phone _____ Purchase Date _____

Owner _____

Address _____

Phone _____ Email _____



This warranty is provided by Molnar Hoists Pty Ltd
(ABN 71 147 812 119) as Australian agents for Nussbaum,
16-20 Coglein Street, Brompton SA 5007 Australia

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E info@molnarhoists.com.au www.molnarhoists.com.au

onwards & upwards

WARRANTY STATEMENT

Molnar Hoists warrants that the Nussbaum automotive workshop equipment products (Nussbaum product(s)) and Molnar Hoists approved Nussbaum parts sold in Australia under this warranty:

- 1 Will be free from defects in materials and workmanship, and shall conform to and perform in accordance with, the related documentation supplied by Molnar Hoists including specifications and instructions on product.
- 2 Will comply with the Australian and New Zealand standard quality requirements in force at the time of manufacture.

Please retain a copy of the product invoice and records of maintenance. In the event of a warranty claim, Molnar Hoists will require a copy of these to process the warranty claim.

WARRANTY PERIOD

In addition to all rights and remedies which you may be entitled to under Australian Consumer Law and any other relevant legislation, Molnar Hoists warrants Nussbaum products to be free of defects in materials and workmanship for a maximum period of twelve (12) months on individual products, spare parts and accessories. The Warranty period commences and is calculated from the date on which the product is first purchased by its original owner.

Warranty repairs do not extend the length of the warranty period. All replaced parts and products become the property of Molnar Hoists. New or reconditioned parts and products may be used in the performance of warranty service. Customers will be charged for repair or replacement of the product made after the expiration of the warranty period, at the rates and terms then in effect by Molnar Hoists or its authorised dealers.

WARRANTY CONDITIONS

Molnar Hoist's obligations pursuant to this Nussbaum Australian Product Warranty are conditional upon:

- 1 Proof of purchase being presented with any claim.
- 2 All product installation being undertaken by an authorised installer and/or in strict accordance with the instructions and recommendations provided with the Product.
- 3 The Product consisting of only Molnar Hoists approved Nussbaum parts.
- 4 Any Warranty claim being made within the Warranty periods specified above.
- 5 No misuse or damage either willful or accidental caused to the Product by freight agents, distributors or end users.
- 6 On premise repair available for travel within 30 kilometres of the closest Molnar Hoists authorised service agent*

Warranty terms and conditions are subject to change at any time without notice.

WARRANTY CLAIMS PROCEDURE

To claim under this warranty, please contact Molnar Hoists and have your receipt or proof of purchase ready. Alternatively, you can lodge a claim by sending a completed Molnar Hoists Warranty Claim Form to Molnar Hoists at the address provided.

Warranty Claim Forms can be downloaded directly from the Molnar Hoists website or obtained by contacting Molnar Hoists.

Molnar Hoists will review the available information to determine the potential for a warranty defect. Molnar Hoists may need to assess the defect before determining any claim, and additional information may be requested to process your claim. If the potential for a defect is established, Molnar Hoists may investigate further.

Any travel or labour expenses incurred relating to the warranty investigation will be borne by you. Subject to the outcome of the investigation, Molnar Hoists will at its discretion reimburse some or all of the investigation charges.* Where Molnar Hoists determines the product

is defective under the conditions of warranty, Molnar Hoists will, at its discretion:

- correct the defect by product repair at your premises* or the premises of the authorised service agent without charge for parts and labour; or
- replace the product with the same or similar model.

If Molnar Hoists requires the return of any product or part, Molnar Hoists will be responsible for all freight and labour costs associated with the collection of that product or part. Molnar Hoists will also be responsible for all freight and labour costs associated with the delivery of any new or replacement product or part.

WARRANTY EXCLUSIONS

This Warranty does not cover:

- 1 Components not specifically designated by Molnar Hoists as being eligible for this Warranty including but not limited to electric motor and switch gear, which are covered by the express warranties of their respective manufacturers or suppliers
- 2 Nussbaum parts or components not supplied directly by Molnar Hoists or its authorised dealers.
- 3 Defects resulting from non-compliant or improper product installation, testing, use, repair or storage.
- 4 Unauthorised modifications or alteration of any part of the Product.
- 5 Damage due to loading in excess of the weight capacity and operating limitations displayed on the product specifications.
- 6 Normal "wear and tear" as determined by Molnar Hoists.
- 7 Cosmetic damage, damage to electrical cords, dents, electrical overload, surge, spikes and or lost/missing parts.
- 8 Abuse, misuse, neglect, accident or any other condition whatsoever that is beyond the control of Molnar Hoists.
- 9 Use of the product for purposes other than those for which it was designed
- 10 Failure to monitor, service, maintain or operate the product in accordance with applicable specifications and good industry practice.

WARRANTY LIMITATIONS

- 1 Molnar Hoists, its distributors, dealers, officers,¹ Molnar Hoists, its distributors, dealers, officers, directors, employees or agents shall have no liability or responsibility to any customer, other person or entity with respect to any liability, loss or damage caused directly or indirectly by use or performance of the Product or arising out of any breach of this Warranty, including but not limited to any damages resulting from inconvenience, personal injury, loss of time, property, revenue or profit or any indirect, special, incidental or consequential damages, even if Molnar Hoists or its authorised dealers have been advised of the possibility of such damages.
- 2 The sole remedy for breach of the limited warranty granted herein shall be repair or replacement of the Nussbaum products.
- 3 Some states in Australia or countries elsewhere do not allow the limitation on how long an implied warranty lasts or the exclusion of incidental or inconsequential damages, so the above limitations on exclusions may not apply.
- 4 This limited Warranty gives you specific legal rights and you may also have other legal rights, which vary from state to state or country to country.

No salesperson, representative, agent or authorised dealer of Molnar Hoists is authorised to make any guarantee, warranty, or representation in addition to the foregoing Warranty.

* Costs for travel over 30 kilometres from the closest Molnar Hoists authorised service dealer are not covered under this Warranty and additional fees may apply.

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