

PPG'S GUARANTEE AND WARRANTY AGAINST DEFECTS – STARTLINE SANDER

PPG Industries Australia Pty Ltd (**PPG**) is the Australian and New Zealand Supplier of the Startline Sander (**Sander**). In addition to rights and remedies you may have under the Australian Consumer Law, Consumer Guarantees Act of New Zealand or any other applicable law, PPG warrants, on the terms set out below, that the Sander will be free from defects in workmanship and materials for a period of 6 months from the date of purchase of the Sander from PPG, or our authorised distributors, and the Sander will be repaired or replaced free of charge on the following terms and conditions:

Transferability: Our Warranty against Defects is only provided to the original purchaser of the Sander from PPG (**Purchaser**) in addition to all statutory rights conferred on you, or where the Purchaser is an authorised distributor of PPG products who on-supplies the Sander to another party, to that other party (**End User**) and is not otherwise transferable

Exclusions: Unless otherwise specified, our Warranty against Defects **does not** cover:

- modified, abused, neglected, accidentally damaged or excessively worn Sanders, or Sanders that have become damaged or defective as a result of improper use;
- repairs attempted or made other than PPG authorised service; and
- conditions or malfunctions caused by the reasonable effects of fair wear and tear or the malfunction of normally wearing parts, which include but are not limited to backing pads.

Making a Warranty Claim: If you believe that the Sander is defective and you are the Purchaser or End User, the process for making a warranty claim within the Warranty Period is as follows:

You should return the Sander to the place of purchase for assessment by a PPG Representative. You are responsible for returning the Sander to the place of purchase unless the cost of returning, removing or transporting the Sander is significant in which case you should contact PPG to make alternative arrangements.

You must return the Sander with a notice of claim including the following details:

- proof of purchase (i.e. an copy of your invoice, receipt or billing document);
- why you believe the Sander is defective;
- any expenses you have incurred in making your claim; and
- how we can contact you.

Remedies: A claim under this Warranty against Defects will be assessed by a PPG Representative on the basis of their product knowledge and reasonable judgment and will be accepted if:

- a relevant defect is found;
- the warranty claim is made during the warranty period; and
- none of the exclusions of this Warranty against Defects apply.

Upon acceptance of a claim under this Warranty against Defects, PPG will send you a replacement product or arrange for your product to be repaired free of charge.

You are responsible for all costs of claiming under this Guarantee and Warranty against Defects.

Jurisdiction: Our Warranty against Defects is only valid in Australia and New Zealand. For Sanders sold in Australia it is to be construed in accordance with the laws of Victoria, Australia and any disputes will be determined by the exclusive jurisdiction of the courts of Victoria, Australia. For Sanders sold in New Zealand it is to be construed in accordance with the laws of New Zealand and any disputes will be determined by the non-exclusive jurisdiction of the New Zealand courts.

Consumer Guarantee Statement: The benefits of this guarantee and warranty are in addition to other rights and remedies of the consumer under the law in relation to the Sander.

If you are a Consumer within the meaning of the Australian Consumer Law: the Sander also comes with guarantees that cannot be excluded under the Australian Consumer Law (**Consumer Guarantees**). In the event that the Sander fails to satisfy a Consumer Guarantee, 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 Sander repaired or replaced if the Sander fails to be of acceptable quality and the failure does not amount to a major failure.

If you are a Consumer within the meaning of the Consumer Guarantees Act of New Zealand: Our Sander comes with guarantees that cannot be excluded under the Consumer Guarantees Act 1993. This guarantee applies in addition to the conditions and guarantees implied by that legislation.

Contact Details

In Australia Contact:

PPG Industries Australia Pty Ltd/Startline
Postal Address: Locked Bag 888, Clayton South, Victoria 3168
Address: McNaughton Road, Clayton, Victoria, 3168
Australia
Phone: 13 24 24
Fax: 1800 800 819
Email: enquiries@ppg.com

In New Zealand Contact:

PPG Industries New Zealand Limited
Postal Address: PO Box 22-273, Otahuhu, Akl 1640
Address: 5 Vestey Drive, Mt Wellington, Akl 1060
Phone: 0800 320 320
Fax: 0800 320 322
Email: enquiries@ppg.com

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Email: enquiries@ppg.com

In New Zealand Contact:

PPG Industries New Zealand Limited
Postal Address: PO Box 22-273, Otahuhu, Akl 1640
Address: 5 Vestey Drive, Mt Wellington, Akl 1060
Phone: 0800 320 320
Fax: 0800 320 322
Email: enquiries@ppg.com