

### Consumer Rights, Warranty Information and Warranty Terms

The buyer should be aware that in relation to goods which are of a kind ordinarily acquired for personal, domestic or household use or consumption, certain provisions under the Australian Consumer Law, and the Consumer Guarantees Act, 1993 (NZ) apply. The terms set out below do not exclude rights and remedies implied by a statute which are non-excludable, and which may be more extensive than those provided by this warranty.

#### Atom Warranty Service

Warranty Service is available at any Atom Authorised Service Dealer. These dealers are equipped to provide expert service. Please see below as to how to claim under warranty. There is NO warranty if product is not delivered pre-serviced and assembled by an Atom dealer.

#### Atom Warranty

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 you are also entitled to have the goods repaired if the goods fail to be acceptable quality and the failure does not amount to a major failure. The Atom Warranty is additional to the conditions and warranties which are mandatorily implied by the laws and regulations of the individual States and Territories of Australia and the Australian Consumer Law; the Consumer Guarantees Act in New Zealand; and any non-excludable laws.

#### Limitations of Warranty

Warranty applies to the original purchaser only. Proof of purchase date must be provided with the original sales docket prior to any warranty work. This is also proof that the unit is not a stolen unit.

#### USE OF NON-GENUINE ATOM PARTS VOIDS WARRANTY.

#### ATOM LAWN EDGERS (Petrol)

DOMESTIC	MODEL NO	WARRANTY PERIOD
Non-current models	435,441,454,480	2 years - first year parts and labour. Second year parts only.
Current models	438,458,481	4 years – first year parts and labour, years 2-4 parts only.
<i>Note: Professional or commercial use of domestic models voids warranty.</i>		
PROFESSIONAL LAWN EDGERS (Petrol)		
Professional use	561,562,581,582,585,586	1 year - first 6 months parts and labour. Second 6 months parts only.
Domestic use	561,562,581,582,585,586	3 years – parts and labour.

#### ATOM LEAF BLOWERS (Petrol)

Deluxe Economy	838	Domestic use 3 years parts and labour.
Professional	855,858	Professional use 1 year parts and labour. Domestic use 3 years parts and labour.

#### ATOM DRILLMASTER ENGINE DRILLS (Petrol)

Economy and Intermediate	938, 956, 958	1 year professional use– first 6 months parts & labour. Second 6 months parts only. 2 years non-professional use - first year parts and labour. Second year parts only.
Professional & Super Pro	960,980,985	1 year - first 6 months parts and labour. Second 6 months parts only.

#### ATOM TILLERS

Domestic use	738,758,740	3 years engine – 2 years parts – 1 year labour.
Used Commercially		1 year - first 6 months parts and labour. Second 6 months parts only.

#### ATOM BATTERY POWERED PRODUCTS (including skins)

Lawn Edger Domestic	315	4 years – first year parts & labour, years 2-4 parts only.
Line Trimmer Domestic	615	
Leaf Blower Domestic	815	
Tiller Domestic - used commercially	715	4 years – first year parts & labour, years 2-4 parts only. 1 year – first 6 months parts & labour. Second 6 months parts only.
58V Batteries	58V-2 58V-4	2 years domestic use – 6 months commercial use.
58V Charger	58V-C	2 years domestic use – 6 months commercial use.

<b>ATOM CHISEL TIP WOOD AUGERS</b>	All sizes 3 months	Augers guaranteed for breakage according to correct use. No warranty if augers used on hydraulic or heavy-duty electric drilling units.
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Under our Warranty the Atom product is warranted from the date of original purchase for the period as specified above against mechanical defects and faulty workmanship or material, which covers the replacement with factory assembled parts, parts repair or replacement of parts which fail due to a fault in manufacture.

Where applicable defective parts will be replaced or serviced by an Authorised Service Dealer without charge to the customer for labour or materials. This is subject to the condition that any repairs or adjustments required due to wear and tear or normal use, or by failure to follow the manufacturer's instructions and non-servicing of product are chargeable to the customer.

#### LAWN EDGER WARRANTY

Does not cover excessive overheating of clutch because operator neglected OPERATIONAL INSTRUCTION **and did not have blades spinning rapidly with motor speed at full throttle** and/or blades were digging in deeper than 10mm to 15mm into soil due to incorrect wheel height adjustment **thus causing blades not to spin rapidly causing clutch to continuously slip and overheat**. Blades on lawn edgers are not covered by the warranty.

## GARDEN TILLER WARRANTY

Does not cover gear box damage or lack of adding grease every 5 hours as described in the operator manual.

## ALL ATOM POWERED EQUIPMENT

- Use of parts by the buyer/owner other than genuine Atom spare parts (eg edger blades) and problems with the machine caused by the use of any other non-genuine parts, cancels the Warranty.
- Altering the product in any way cancels the Warranty.
- Any Atom gasoline product run with incorrect fuel, oil or oil level, is not covered by the Warranty.
- Failure to properly service cooling or air filtration systems cancels the Warranty.
- Failure to follow the instruction manual, instructions tags or instruction labels attached to the product, cancels the Warranty.
- Damage from an accident; misuse, neglect, dropping the unit or dropping anything on the unit, is not covered by the Warranty.
- Blades, filters and spark plugs are not covered by Warranty.
- Fair wear and tear and normal wear are not covered by the Warranty. Engines, like all mechanical devices, need periodic parts service and replacement to perform well. Warranty will not cover repair when normal use has exhausted the life of a part or an engine or machine. Warranty will not apply if the engine damage occurred because of misuse, lack of routine maintenance, shipping, handling, warehousing or improper installation. Similarly, warranty is void if the serial number of the engine or product has been removed or by using contaminated lubricating oil, or an incorrect grade of lubricating oil. For four stroke engines, check oil and refill when necessary, and change at recommended intervals. Two stroke engines must use the recommended fuel/oil ratio as prescribed in the manual that is supplied with the product. Spillage of fuel over engine parts creating blocked air filters is not considered warranty.
- Repair or adjustment of associated parts or assemblies such as throttle cables and switches are not covered by the Warranty.
- Damage or wear to parts caused by dirt, which entered the engine because of improper air cleaner maintenance, reassembly, or use of a non-original air cleaner element or cartridge are not covered by the Warranty. At recommended intervals, clean and/or replace the filter as stated in the Operator's Manual.
- The warranty also does not extend to repairs required because of:
  - a) Leaking carburetors, clogged fuel pipes, sticking valves, or other damage, caused by using contaminated and/or stale fuel/oil.
  - b) Parts which are scored or broken because an engine was operated with insufficient lubrication or other abuse in operation.
  - c) Requirement for a routine tune-up or adjustment of the engine.
  - d) Engine or engine component failure, ie, combustion chamber, valves, valve seats, valve guides, caused by the use of inferior gasolines, wrong oils in 4 stroke engines or incorrect gasolines and oils used in two stroke mixtures.
  - e) Service parts not replaced at the appropriate time according to the maintenance schedule.

Nothing in these terms shall exclude, restrict or modify any term, condition, warranty or liability implied into this contract by statute, where to do so would be unlawful or would render any provision of this contract void. Subject to that, all warranties implied by statute in respect of the goods are hereby expressly negated and the manufacturer's liability for the goods is limited to any warranties issued in writing by the manufacturer and the manufacturer is excluded from any liability whether under this contract or otherwise to the buyer or any third party for any loss, injury, cost or damage (direct, indirect, special, consequential, or otherwise), incurred or suffered by reason of the goods, their use, their design or any failure to deliver or delay in delivering them. Where it is legal to do so, any remaining liability implied by statute or resulting from breach of any term, condition or warranty implied by statute is limited to, at the manufacturer's sole option:

- The repair of the goods.
- The payment of the cost of replacing the goods.
- The payment of having the cost of the goods repaired.
- Or the replacement of the goods.

In particular, your rights and remedies under the Australian Consumer Law (Aust) and the Consumer Guarantees Act (NZ) are not excluded.

## How to Claim Warranty

- The warranty period begins on the date of purchase by the customer and continues for the period of time stated in the warranty table on the previous page. Domestic/consumer use means for personal, domestic residential household use. Commercial or professional use means all other uses including but not limited to; use for income producing, or commercial (eg home units) etc, or rental, or any government or council purposes.
- Warranty service is available only through Atom Authorised Service Dealers. Locate your nearest Authorised Service Dealer in our dealer locator on [www.atomindustries.com.au](http://www.atomindustries.com.au) or by calling (02) 9810 0194 or freecall 1800 225 450. In NZ phone freecall 0800 174 753.
- The Customer is required to transport the Atom product to and from the Authorised Service Dealer at the expense of the Customer.
- The Customer must provide proof of purchase date by producing a sales docket.
- Before dealer commences repair they will contact Atom by phone for any genuine warranty claim. Atom will despatch parts, whether factory assembled modules or individual parts, as per warranty period and conditions.

## LIMITATION OF REMEDY AND DAMAGES

Atom Industries liability under this warranty or any implied warranty that may exist is limited to repair of the defect in workmanship and repair or replacement of any defective part. Atom Industries will not be liable for incidental, special or consequential damages (including loss of profits).