

KUANI

M Gamer Pty Ltd (ABN 29 095 491 633) of 36 Success Street, Acacia Ridge Qld 4110, Email: info@gamer.com.au, Phone No: 3277 6611, Facsimile No: 3875 1531 (the “**Importer**”). The Importer warrants with the customer, (the “**Customer**”) the quality of Shinano Goods (“**Goods**”) subject to the following conditions:

1. Such warranty shall be to be repair or replace any Goods or part of Goods, which within 12 months from the date of delivery (the “**Warranty Period**”) be defective. This warranty is in addition to other rights and remedies under Australian Consumer Law.
2. This Warranty only applies to Kuani Pneumatic products which the Customer purchased from the Importer or from an authorised dealer of the Importer. This Warranty does not apply to Kuani Pneumatic goods purchased from any other source including but not limited to: retailers not authorised by the Importer, by auction or from a private seller.
3. No liability on the Importer's part shall arise unless within five (5) working days after the discovery of the defect the Customer sends written notice to the Importer by Email: info@gamer.com.au or Facsimile No: 3875 1531 and includes photographs showing the alleged defect. Such notice must be received within the Warranty Period and the Customer provide to the Importer written proof of purchase. Further the Goods must have been purchased by the Customer from the Importer for the Goods.
4. The cost of returning the alleged defective goods from the Customer to the Importer (including postage and freight) shall be the responsibility of and at the expense of the Customer until it is verified by the Importer to be a warranty claim and at which time these expenses shall be the responsibility of and the expense of the Importer.
5. The Warranty shall not cover any defect or damage which may be caused or partly be caused through any or all of the following:
 - (a) Improper adjustment, maintenance, operation or use of the Goods;
 - (b) Any modification or adaption or addition to the Goods;
 - (c) Misuse of the Goods or operation contrary to the product specifications or inadequate maintenance of the Goods.
6. If the Customer is a Consumer (as defined by section 3 of the Competition and Consumer Act 2010) the Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund from 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.
7. In the event that the Importer is liable to the Customer under this Warranty, the Importer's liability is limited to repairing or replacing the Goods or part of Goods that do not comply with such Warranty and in no case shall the Importer be

liable for consequential loss or costs any greater than the price of the Goods or part thereof that does not comply.

8. *The decision to repair or replace Goods or part of Goods under this Warranty is at the sole discretion of the Importer.*
9. *The Customer cannot assign this Warranty without the prior written approval of the manufacturer.*
10. *All terms which would otherwise be implied are excluded (in the case of any terms that would be implied or incorporated by statute, any such terms are excluded to the extent that they are able to be excluded) except if stated in this Warranty.*
11. *The Customer does not rely on any representation, warranty or other term made by or on behalf of the Importer which is not set out in this Warranty and the Importer is not liable for any damage, economic loss or loss of profits whether direct, indirect, general special or consequential arising out of a breach of an implied or expressed term or suffered as a result for negligence of the Importer or its employers or agents, apart from liability as set out in this Warranty."*