



*Rapid Clamps PTY LTD
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Product Warranty

Rapid Clamps 12 month warranty becomes effective from the date of purchase and covers faulty workmanship or materials as outlined below and is subject to the following Terms and Conditions:

Rapid Clamps Product Warranty Terms and Conditions

1. All warranty claims are subject to Rapid Clamp's review and acceptance.
2. Rapid Clamps warrants that it uses reasonable care and skill to ensure that its products are of reasonable quality. Rapid Clamps will at its cost and in its sole discretion:
 - (i) remedy any defect or fault in any product purchased; or
 - (ii) replace any product in respect of which there is a defect or fault, during the warranty period, provided that written notice is given by the Purchaser to Rapid Clamps of any such defect or fault in the product as soon as the Purchaser becomes aware of that fault or defect. All warranty claims must be returned to Rapid Clamps for assessment.
3. Rapid Clamps accepts no liability to remedy any defect in a product or replace a product where the defect or fault is caused or contributed to by:
 - (i) the failure of the Purchaser to install the product according to specific installation instructions supplied with each product, or available from Rapid Clamps.
 - (ii) use of the product in a manner or for a purpose for which it was not designed.
4. All site applications or installations must reflect these procedures otherwise the product warranty will be considered void or will not take effect.
5. Except as provided for in this warranty, and to the extent allowed by law, Rapid Clamps liability in respect of the product under the law of any State or Territory is excluded. Where liability may be limited but not excluded by any applicable State or Territory law, liability is limited to the full extent possible under that law.



6. This Clause 5 will only apply in Australia to the extent to which the provisions of the Commonwealth Trade Practices Act 1974 (the "Act") apply to contracts entered into by Rapid Clamps for the provision of goods and services. In all other countries the local equivalent Trade Practices legislation shall apply and Rapid Clamps exercises all of its rights to limit its liability to the full extent allowed.

Pursuant to section 68A of the Act, this Clause 6 applies in respect of the goods or services supplied by Rapid Clamps which are not of the kind ordinarily acquired for personal, domestic, or household use or consumption, provided that this Clause 6 will apply if the Purchaser establishes that reliance on it would not be fair and reasonable.

Liability for a breach of a condition or warranty implied by the Act is limited to any one of the following, as determined by Rapid Clamps in its sole discretion:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired.

In no event will Rapid Clamps be liable to the Purchaser for any damages, including lost profits, lost savings or any other incidental or consequential damages arising out of the use or inability to use the product or any claim by any other party. All claims are limited to the repair or the replacement of the products only and do not include any labour or transportation charges. The entire risk as to the use and performance of the product is assumed by the Purchaser.

7. Power tools shall not be used to tighten or assemble products. Any damage claim or product failure associated to this matter will be promptly dismissed or rejected.
8. All information supplied by Rapid Clamps representatives shall be reflected in the catalogue or verified with Rapid Clamps directly if it deviates from the primary intended use of a specific product or the product limitations.
9. All installation matters and failures related to installation matters will be the installer's responsibility and will remain so throughout the life of the product.
10. Rapid Clamps accepts no responsibility for damage to any ancillary equipment or inconvenience caused by the failure of its products.
11. Rapid Clamps reserves the right to alter fittings or specifications at any time.