

WARRANTY POLICY

M & I International Distribution ABN 39379391537 (“M&I”, “we”, “us”, “our”) Warranty for repair or replacement of goods. Applies to purchases of any M&I product (Product) after 2 February 2023

Important Notice:

If you have purchased your Product in South Africa, Mozambique, Namibia, Botswana, Lesotho or Swaziland, you should be aware that:

1. This warranty is provided in addition to other rights and remedies held by a consumer at law in those countries.
2. Our goods come with guarantees that cannot be excluded under Consumer Laws applicable in the country of purchase.
3. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage unless excluded under any indemnity applicable under our terms and conditions of sale disclosed under our website at www.mandidistribution.com .
4. 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. In this case, please contact us at info@mandidistribution.com for details of your nearest authorised repair agent.

Warranty

1. M&I warrants, at its option, to repair or exchange Products if such Products are faulty or defective in manufacture or materials during the warranty period which is specified below.
2. Repair or replacement under this warranty does not extend to repair or replacement, or any cost of replacement, of consumables, accessories, or scheduled maintenance items incorporated into or supplied with a Product.
3. This warranty only extends to repair or replacement of the Product. It does not extend to cover:-
 - (a) any costs incurred by the end user in normal or scheduled maintenance of the Products; or
 - (b) any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses arising from breach of this warranty (any end user concerned with this exclusion should consider the “Important Notice” above).

Warranty Period and Coverage

4. The following 6-month warranty period will apply in respect of the following Products in South Africa, Mozambique, Namibia, Botswana, Swaziland, Lesotho for the Boomer 3 in 1 All Purpose Anchor (stainless steel), used for personal use: -

5. The warranty period commences on the date of purchase of the Product by the end user of the Product.

Warranty Conditions

6. The warranty period is not renewed or extended as a result of a warranty repair or replacement.

7. The warranty is not transferable and is only offered to the original end user of the Product.

8. The warranty does not extend to any Products that have been completely or partially disassembled.

9. The warranty does not extend to any Products that have been modified in any way, eg. The use of shear pins not recommended by M&I .

10. These warranty terms cannot be amended except in writing by an authorised representative of M&I.

11. The warranty only applies to Products purchased by an end user in Australia or New Zealand from M&I or from a reseller where the Products have been originally sold by M&I .

12. To the extent that a product is delivered with a periodic maintenance schedule, then the Warranty is subject to adequate maintenance having been conducted to maintain the functionality of the Product.

13. The warranty claim must meet the requirements described below in “How to make a Warranty claim”.

Warranty exclusions

14. This warranty will not apply to a defect or fault to the extent to which it arises;

(a) due to storage, handling or installation of the Products otherwise than in accordance with instructions provided for the Products by M&I or without reasonable care;

(b) due to operation, use or maintenance of the Products otherwise than in accordance with instructions provided for the Products by M&I or without reasonable care;

(c) due to accidental damage or to use of the Products for a purpose or in environmental conditions for which the Products were not designed or sold, or use of the Products outside the specified or normal operating ranges for such Products (such as exerting unreasonable sideways force to bend the shaft or prongs and render it inoperable).

(d) as a result of changes which occur in the condition or operational qualities of the Products due to climate or other environmental influence, foreign material contamination or water entry or as a result of exposure to excessive heat or solvents;

(e) from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products (for example, bolts and nylock nuts and shear pins) or where the damage is only to surface polish or appearance of minor surface corrosion;

(f) as a result of repairs, alterations or modifications to the Product which have been performed by a third party without M&I prior written approval; or

(g) from the use of any parts not manufactured, sold or approved by M&I in conjunction with the manufacturer and patent holder of Boomer Anchors in connection, with the repair or replacement of the Product.

Returning products

15. We may reasonably require that you return a Product to us, before we provide you with a repair, replacement, or refund.

16. Unless we agree otherwise, you are responsible for the cost of returning the Product to us.

17. If you transport a Product to us, the Product is at your risk until we receive it at the location we have notified to you for the return. Without limiting the generality of the foregoing, you are responsible for taking out sufficient insurance for the replacement cost of any Product that you transport to us. We are not responsible for Products lost in transit.

18. If you return a Product to us, and we determine that there is no defect, then you are responsible for all costs of transporting the goods between us and you, and:

(a) if we pay the costs of retrieving a Product from you or pay any amount in relation to its transport back to us, we may require you to reimburse us for

such amount;
and

(b) we may require that you pay us in advance for all costs of transporting the Product back to you.

Proof of receipt

19. Only original purchasers of our Products may claim benefit under this Warranty. If you have purchased our Product from a reseller then the reseller is responsible for making the claim under this Warranty. If this clause applies to you please contact the reseller at first instance, so they may provide you with their procedure for processing your claim.

20. If a reseller refuses to take appropriate action relating to your claim or does not respond to your written correspondence within 14 days, please notify us. We may require that you provide us with evidence that you have contacted the reseller at first instance, and provide us with the reseller's response to your claim, if any.

21. We may require that you prove that you are the original purchaser by supplying us with a receipt for the Product.

How to make a Warranty claim

22. If a Product fails within the warranty period, you must stop using the Product and store it in a safe, dry environment.

23. You must notify us of your Warranty claim in writing within the warranty period, and if we require you to return the Product to us, return the Product to us (or our nominated authorised service provider) within 30 days of M&I responding to your notice of Warranty claim in writing.

24. You may send a Warranty claim:

(a) by **email** to info@mandidistribution.com ; or

(b) by **post** to;

M&I International Distribution,
Unit 2, 10 Chapman Drive, Clinton, 4680
Queensland, Australia.

Mobile contact information

25. You may otherwise contact M&I by phone at 0452578992