

# Harden Tools Warranty Policy

## Warranty statement

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 for 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. Where a failure does not amount to a major failure, we are entitled to choose between providing you with a repair, replacement or refund. To obtain compensation, you would need to provide documentary evidence of the loss or damage suffered, and documentary evidence that such loss or damage was reasonably foreseeable consequence of a failure to comply with a consumer guarantee under the Australian Consumer Law. Such evidence may include photographs, statutory declarations, receipts or reports (e.g. from your doctor), depending on the loss or damage. You may also have the benefit of certain non-excludable rights and remedies under similar provisions of relevant state legislation. For more information, visit: [Australian Consumer Law – Consumer Guarantees](#)

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## Limited Lifetime warranty policy

In addition to any rights and remedies you may have under the Australian Consumer Law and any other applicable law, Trade Member Direct offers a Limited Lifetime Warranty on the Harden Tools range. This Limited Lifetime Warranty applies to defects in materials and workmanship under normal use for the reasonable lifetime of the product. The benefits provided by this warranty are in addition to, and do not exclude, restrict, or modify, any rights or remedies available to you under the Australian Consumer Law. Trade Member Direct warrants that Harden Tools products will be free from defects in materials and workmanship for the duration of the product's reasonable service life. If a product is found, upon inspection, to be defective due to a manufacturing or material fault, Trade Member Direct will, at its discretion:

- Repair the product free of charge;
- Replace the product with an identical or comparable product; or
- Provide a refund where required under the Australian Consumer Law.

## Manufacturer's warranty does not cover the following cases:

1. Tool malfunctions, damage or defects resulting from natural wear of the product, its components, or accessories;
2. Mechanical defects or damages caused by factors other than use in accordance with rules of operation or storage of the equipment specified in the tool's operating manual;
3. Damages or defects caused by improper use of the tool, neglect, accident or operating the tool when it's known to be defective (misuse / operator error);
4. Damages or defects caused due to cleaning tools with chemically aggressive or corrosive liquids;
5. The tool has been misused, abused, neglected, altered, modified, or repaired by anyone other than an authorised service centre or as otherwise authorised or directed by us;
6. Damages or defects caused due to inadequate or improper maintenance
7. The cost of any service provided which is not related to any defect in the tool
8. Changes which occur in the condition or operational qualities of the tool due to incorrect storage, mounting, climate or any other influence outside our control;
9. Transportation or traveling costs incurred in returning products (or any of their component parts) for repair, including the cost of returning them to us or any service centre or other person authorised by us.

## Warranty claims

To make a warranty claim please contact your Harden dealer at original point of purchase or email us at [sales@tradememberdirect.com.au](mailto:sales@tradememberdirect.com.au). To make a claim you will need to provide proof of purchase in the form of a valid receipt that displays the date and place of purchase. Any expense you incur in making a warranty claim will be borne by you. If you are required to return the tool to us or any service centre or person authorised by us for repair or replacement, you must ensure it is

cleaned, free from debris or residues and securely packed. We have no responsibility for loss or damage of tools in transit or prior to it being received.

## **What else you need to know**

This warranty does not replace but is in addition to your statutory rights, including rights under the Australian Consumer Law and similar applicable provisions of relevant state legislation. This warranty applies only to the original purchaser and may not be transferred.

Apart from this warranty and any non-excludable consumer guarantees under the Australian Consumer Law or similar applicable provisions of relevant state legislation, all other warranties, guarantees or representations express or implied and whether arising by virtue of statute or otherwise are excluded to the extent legally permitted.

Apart from our obligations in respect of this warranty or any guarantees under the Australian Consumer Law or similar applicable provisions of relevant state legislation, to the extent legally permitted we will not be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of your tool, or any indirect, special or consequential damages or injury to any person, corporation or other entity.

All repairs and replacement tools will be covered by the warranty for the balance of the warranty period commencing from the date of the original purchase.

This warranty is provided by Trade Member Direct Pty Ltd  
ABN: 66 167 577 371  
Address: Level 2, 43 Cedric Street, Stirling WA 6021  
Service Phone Number: 1800 886 228  
Service Email Address: [sales@tradememberdirect.com.au](mailto:sales@tradememberdirect.com.au)

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