

GENERAL WARRANTY TERMS & CONDITIONS

1. If you purchase any Wuerth Products ("Products") from Wuerth Malaysia Sdn. Bhd, you are entitled to a warranty ("Warranty Period") from the date of purchase or date on the warranty card, according to the terms and conditions set out herein.

Warranty coverage period by Product categories:

Product Category	Warranty Coverage Period
Pneumatic Power Tools	12 months
Electrical Corded Power Tools	12 months
Electrical Cordless Power Tools	12 months
Batteries & Chargers for Cordless Power Tools	12 months
Hammer Drill Machines & Breaker Machines	12 months
Hand Tools	12 months
Other Products	12 months
Tool Repairs (Retail)	1 month

2. Warranty service will be provided by Wuerth Malaysia Sdn Bhd if all the conditions below are fulfilled:

- The Warranty Period is not expired.
- The Product must be bought from Wuerth Malaysia Sdn Bhd or authorized reseller.
- The Product was used under normal conditions and according to the instructions of the operation manual.

3. During the Warranty Period and provided that all the conditions in Clause 2 are fulfilled, you will be entitled to **unlimited** free repair service of the Product and replacement of parts (the "Repair Work") with a maximum cap of 50% of the selling price of the Product. This includes defects in the materials and workmanship of the Product including wear and tear except for circumstances set out in Clause 4 below. In the scenario that the cap of 50% of the selling price of the Product has been exceeded, the remaining balance shall be borne by the customer. Labour is free of charge under the Warranty Period.

4. This warranty will not apply if:

- The Warranty Period has expired.
- The Product is not supplied by Wuerth Malaysia Sdn Bhd/Authorized Reseller or is a counterfeit.
- The Product has been damaged due to the use of counterfeit batteries, chargers or accessories.

- d) Mechanical or electrical damage to the Product has resulted from incorrect installation, configuration, usage, inadequate or improper voltage or current or other activities inconsistent with the operation manual or contradictory to the technical specifications relating to the Product.
- e) Damage to the Product was caused by acts of God, floods, fires, lightning or other natural disasters, wars or other extraordinary events or circumstances beyond the control of the customer.
- f) The Product that has been tampered with in any way, including reconfiguration, repairs made or attempted, wilful constructional variations, modifications or adjustments.
- g) Damage to the Product was caused by sand, water, rust corrosion, fire or other external elements.
- h) the Product has been abused or misused including being dropped, impacted with a hard surface or not maintained properly.
- i) the serial number of the Product has been altered or removed from the Product or is illegible.
- j) Consumables, accessories or parts of-limited regular functionality (e.g. carbon brushes, cord set, etc.) was not regularly inspected or maintained.
- k) Any software supplied or developed by third party manufacturers or vendors that is installed on the Product under repair which is incompatible with the Product.
- l) The Production of the Product, its accessories and/or spare parts have been discontinued.

5. Wuerth Malaysia Sdn Bhd shall have the sole and absolute discretion to determine whether the defect falls within the scope of this warranty and whether to charge a service fee, including the costs of the parts and labour, for the Repair Work.

6. The standard repair time may be extended in case replacement parts are not readily available and need to be shipped to Malaysia.

7. Wuerth Malaysia Sdn Bhd may reset the Product's settings to factory default setting in the course of carrying out the Repair Work without prior notice. Any replaced damaged/defective parts shall remain the property of Wuerth Malaysia Sdn Bhd and will not be returned.

8. If the Product is unable to be repaired or the model has been discontinued or is otherwise unavailable, Wuerth Malaysia Sdn Bhd may at its sole and absolute discretion replace the Product or its component with a similar model provided that such substituted Product or component will have efficiency and functionality equal to or higher than the original Product or component.

9. Notwithstanding anything herein contained, Wuerth Malaysia Sdn Bhd shall not be liable to the user or any third party whatsoever for any damage, loss, liability (save and except for any personal injuries or death) or failure to provide maintenance services under this warranty in

respect of any act or omission of any technician, employee or independent contractor of Wuerth Malaysia Sdn Bhd relating to the performance or purported performance of any obligations under this warranty. The maximum liability of Wuerth Malaysia Sdn Bhd under this warranty shall be restricted to the replacement value of the Product.

10. This warranty shall not extend to anyone other than the original purchaser of the Product. Wuerth Malaysia Sdn Bhd shall be entitled to transfer or assign all its rights and obligations under this warranty to any third parties, which may be subject to a novation or notice in writing to you.

11. Wuerth Malaysia Sdn Bhd reserves the right to amend or cancel any of the above terms and conditions of warranty with **3 months' prior** written notice to you.

12. In case of any dispute, Wuerth Malaysia Sdn Bhd reserves the right of final decision.

13. This warranty shall be governed by and construed in accordance with the laws of the Malaysia. Any third party who is not the owner of the Product, shall not have any right to enforce any terms and conditions of warranty.

14. If a tool is repaired outside of the Warranty Period, the warranty conditions mentioned above come into effect for 1 Month.

15. Customers are responsible to send in the Hammer drill machines & Breaker machines for regular servicing according to the service indicator LED on the Products or once every 6 months to ensure the optimum working condition of the Product, which the cost of servicing shall be born by Wuerth Malaysia Sdn Bhd if the Product is still under its Warranty Period. Should the customer ignore the service interval of these Products, the warranty for the Product will be void. If the Product is out of warranty, the cost of servicing shall be borne by the customer.

16. If the warranty of the Product has been rejected, or the cost to repair the Product exceeds 30% of the current list price of the Product, the customer is entitled to purchase a new Product of the same model & specifications for 60% of the current list price. This is only applicable for Products that have not exceeded 36 months from the date of purchase.

17. Wuerth (Malaysia) will only use your personal information as set out in our privacy policy, which is available upon your request as well as adhering to Personal Data Protection Act 2010 by the Malaysian law.

For further enquiries, please email: inquiry@wuerth.com.my or visit our service centre at Lot 35, Jalan Delima 1/3, Subang Hi-Tech Industrial Park, 40000 Shah Alam, Selangor, Malaysia.