



## **Manufacturer's Warranty Against Defects for Australian Customers**

The period of warranty on Macmed Healthcare products varies according to the product. The warranty period for a specific product is detailed in the packaging of that product or on that product.

**Macmed Healthcare (ABN 67 119 737 512) (Macmed)** warrants to customers who purchase Macmed branded products (**Product**), that those products will be free of defects in workmanship and materials for the duration specified on the product or in each Product's warranty code or otherwise as specified in writing by Macmed at the time of sale. If the duration of the warranty period is not specified then customers should contact Macmed or the Macmed distributor from which the Products were purchased.

In the case of consumable Products the warranty given at the time of sale is only against defects in materials and workmanship that prevent their use. Consumable Products are Products reasonably expected to be used up or damaged during use.

During the applicable warranty period, at its option, Macmed will repair or replace Products which fail to give satisfactory service where it is established that the failure is directly due to defective workmanship or materials or provide a refund by paying or crediting the customer with an amount equal to the purchase price of such Products. Any products or parts replaced or for which Macmed has provided a refund are the property of Macmed and must be returned to Macmed on request of Macmed's expense.

The customer must notify Macmed of a warranty claim prior to returning the Product. To make a claim under this warranty the customer must contact Macmed (contact details below):

Macmed Healthcare  
10/30 Mudgeeraba Rd  
MUDGEERABA QLD 4213

PO Box 1445  
MUDGEERABA QLD 4213

Telephone: 1300 308 184  
Email: [info@macmedhealthcare.com.au](mailto:info@macmedhealthcare.com.au)

The following information will be required to process the customer's warranty request in a timely manner:

1. Date of Purchase
2. Full Name and delivery address of Purchaser
3. Contact Details
4. Product description and description of defect

Once the warranty claim is validated, the customer will be sent a return authority and shipping label, if appropriate either electronically by e-mail or by mail, and must return the Product, if requested to Macmed Healthcare at their Office in Mudgeeraba, QLD, 4213.



Upon receipt of the Product, the warranty claim will be reviewed and the Product will be inspected. If the warranty claim is found to be valid, the Product will be repaired and returned to the customer or a replacement Product or refund will be sent to the customer. If the warranty claim is found to be invalid, the customer will be informed and the customer may choose to have the Product returned to them at their expense.

By repairing or replacing a Product, or providing a refund, Macmed does not waive any claim that a Product, nevertheless has been subject to Abnormal Use.

If the customer chooses to return product without (a) using a carrier that offers tracking or (b) insuring or declaring the full value of the Product, then customer will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

In addition to any limitations outlined in warranty codes provided with the Product, Macmed does NOT provide any warranty against defects for (1) products labelled other than Macmed or (2) Products subjected to Abnormal Use. Products that are not labelled Macmed (if any) are subject to the warranty provided by the manufacturers of those Products and Macmed will pass along any such warranties, to the extent that it is permitted to do so, but it is not responsible for warranty services or processing warranty claims.

Abnormal Use includes without limitation misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, or use after the Product is significantly worn, modified with non-Macmed parts.

The only conditions, guarantees and warranties (together referred to as Warranties) which apply to the supply of the Products are those required to be binding by statute, including the Australian Consumer Law (ACL)

If the Customer is a consumer (Consumer) as defined under the ACL Competition and Consumer Act 2010, then in accordance with the Act, Macmed provides the following statements:

1. 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.
2. The benefits of the warranty against defects set out in this document are in addition to the other rights and remedies of the Consumer under a law relating to the Products to which the warranty relates. To the extent permitted by law, Macmed's liability for breach of the warranty against defects set out in this document is limited at Macmed's option and expense to repairing or replacing the products or paying a refund to the Customer on the terms set out in this document.
3. Despite any statement to the contrary contained in this document, the limitation of liability set out in this paragraph also applies if the customer is a Consumer and the Products are not of a kind ordinarily acquired for personal, domestic household use or consumption.



Subject to the above paragraphs, Macmed excludes all liability which can be lawfully excluded (including liability in negligence) to any person for any loss, cost or damage (including personal injury or death) whether incidental, special, consequential, indirect or otherwise (including without limitation loss of profits, revenues, anticipated sales, business opportunities, goodwill, or interruption of business) suffered or incurred by such person and arising directly or indirectly from the sale handling or use of the products or from any other cause with respect to the Products. Nothing in this document excludes, restricts or modifies the application of any legislation (including the ACL) which cannot be excluded, restricted or modified (as the case may be).

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