

A Division of Machine Technology Pty Ltd ABN 79 003 244 942

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Limited Warranty

FountainLine provides the following limited warranty with regards to the product known as ProLine V4 Line Marker. This limited warranty extends only to the entity which purchased the Line Marker directly from FountainLine or one of FountainLine's authorised resellers, who purchased the Line Marker from FountainLine (the Purchaser). Please see our website, www.fountainline.com.au, for a list of resellers.

FountainLine warrants the Line Marker and its parts against defects in materials or workmanship for 10 years from the date it was purchased by the Purchaser, excluding the battery included with the Line Marker at the time of purchase, which is warranted for a period of 12 months only. During this period, FountainLine will repair or replace defective parts with new or reconditioned parts at FountainLine's discretion, without charge to the Purchaser.

Where a Line Marker is to be repaired by FountainLine, the Purchaser shall be responsible for organising and paying for shipping of the Line Marker to and from FountainLine.

All original parts (being parts installed by FountainLine at the original Line Marker build) replaced by FountainLine, become the property of FountainLine.

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 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.

Except as provided below, FountainLine is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the Line Marker. Under no circumstances shall FountainLine be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the Line Marker.

No reseller, agent or employee is authorised to make any modification, extension or addition to this warranty.

Correction of defects, in a manner and for the warranty period described herein, shall constitute complete fulfilment of all liabilities and responsibilities of FountainLine to the Purchaser with respect to the Line Marker and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability otherwise.

FountainLine shall not be liable or in any way responsible for any incidental or consequential economic or property damage, except where FountainLine is in breach of the guarantees provided to the Purchaser in accordance with Schedule Two of the Competition and Consumer Act 2010 (Cth), or applicable legislation from time to time.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

- 1. The warranty card accompanying the Line Marker must be returned to FountainLine's offices at Kogarah, NSW, within 30 days of the date of invoice.
- 2. You must retain your invoice as proof of purchase to receive warranty service.
- 3. You must use FountainLine line marking paint only and provide proof of purchase of same showing that the line marking paint was purchased less than 6 months before the date on which the damage, failure or fault occurred.
- 4. You must follow the correct maintenance procedures as outlined in the FountainLine instruction manual accompanying the Line Marker.
- 5. No warranty extension will be granted for any replacement part(s) furnished to the Purchaser in fulfilment of this warranty.

Procedures for Obtaining Warranty Service

- 1. In the event of a warranty claim, please contact your place of purchase in the first instance.
- 2. If it is determined that the Line Marker requires repair, it must be returned to our factory in Kogarah, NSW. Pack the Line Marker in its original box or a well-protected box. FountainLine will not be responsible for shipping damage/loss. Ship the Line Marker with a copy of your invoice, your name, address, phone number, and description of the problem(s).
- 3. Should the damage to or failure of the Line Marker not be a result of one of the exceptions listed below then, upon receiving the Line Marker, FountainLine will repair or replace it (at FountainLine's discretion) and will ship it back to you within 2 weeks (dependent on parts availability) via courier.
- 4. All shipping fees for repairs are the sole responsibility of the Purchaser. The Purchaser also assumes full liability for losses or damages resulting from shipping as well as all responsibility to pursue remuneration for such issues with the selected carrier.

Warranty Exclusions

This warranty specifically excludes any loss, fault, failure of damage to the Line Marker caused, contributed to or relating to any of the following:

- 1. Anything other than normal use of the Line Marker.
- 2. Any damage that is purely cosmetic in nature or relates to the appearance of the Line Marker.
- 3. Any additions or modifications made after the Line Marker was purchased by the Purchaser.
- 4. Fair wear and tear as determined by FountainLine.
- 5. Unintended application, misuse, abuse, neglect (including neglect resulting in rust or corrosion), improper shipping or installation.
- 6. Disasters such as fire, flood, lightening or improper electric current; or
- 7. Service or alteration by anyone other than an authorised FountainLine representative.
- 8. Damages incurred through irresponsible use, or other non-recommended practices, for example use of substances other than FountainLine line marking paint.
- 9. Any defect, damage or malfunction due to or resulting from operation not in accordance with the manufacture's directions provided with the Line Marker at the time it was purchased by the Purchaser.
- 10. An act of God (including or not limited to lightening, flooding, tornado, war, civil unrest, etc.), electrical spikes or surges.

Under no circumstances will FountainLine be responsible for any refund or remuneration exceeding the original purchase price of the machine less any shipping fees.