



## Warranty against defects

- Hills provides consumers with the following warranty in relation to this Product, in addition to complying with the requirements of any relevant legislation, including the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand (the **Acts**), except where a New Zealand consumer acquires the relevant Product for the purposes of a business.
- In this warranty, we have used the following definitions:
  - Hills, our or we** means Hills Holdings Limited ABN 35 007 573 417 of 159 Port Road Hindmarsh South Australia 5007;
  - Products** means the goods manufactured by Hills under the trade mark "Oldfields Ladders" (including products manufactured for Hills by its contract manufacturers);
  - Material** means a material or component used by Hills in the manufacture of the Products;
  - Warranty Period** means 12 months from the date of purchase of the relevant Product. If the Product or part (as the case may be) is repaired or replaced, there will be no extension to the original warranty period; and
  - Workmanship** means the handling, assembly and manufacturing processes performed by or on behalf of Hills in order to manufacture the Products.
- Hills warrants that for the duration of the Warranty Period, all Products will be free of faults arising from defects in Workmanship or Materials, on the terms and conditions set out in this warranty.
- Hills undertakes that if during the Warranty Period any Product, or any part of a Product, has failed to operate correctly due to faulty Workmanship or defective Material, it will repair or replace the Product or part (as the case may be) free of charge provided that the following procedure is met:
  - The consumer must contact Hills upon becoming aware of any defect to a Product. The contact details for Hills are set out below under the heading "Contacts".
  - Following consultation with Hills, Hills will determine whether there is a defect, and if so Hills agrees (at Hills' option) to repair, replace or supply equivalent goods, or pay the cost of any of those remedies to the consumer.
  - If Hills requests the return of the applicable Product or part, Hills will be responsible for the collection and freight costs of returning that Product or part. The consumer agrees to assist Hills with any reasonable request to enable Hills to collect such Product or part.
  - Hills also agrees to be responsible for the freight costs to deliver any new Product or replacement part to the consumer.
- This warranty is in addition to any non-excludable legal rights or remedies conferred on the consumer under any applicable Act and any similar laws. To the extent permitted by law, Hills' liability for any non-excludable condition or warranty is limited to rectifying any defect at its option, as set out in paragraph 4(b).
- Subject to the requirements of any applicable Act or legislation and to the extent permitted by law, no liability (whether expressed or implied) of any nature whatsoever, is accepted by Hills for any consequential loss, damage or injury arising as a result of any fault in the Products.
- This warranty does not extend to damage to Products which occurs during transit or transportation, or which is caused by any abuse, accident or improper installation, connection, use, adjustment or repair or use of Products otherwise than in accordance with instructions issued by Hills.
- The warranty on Products is waived if any addition or attachment to the Products do not have Hills' specific approval or are not sold as Hills products. The Products are designed to perform specific tasks under established test loads and unauthorised attachments may produce stresses for which the design is not appropriate.
- The following applies to consumers who purchased a Product in Australia:

*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.*

## Contacts

If you have a warranty claim or any questions about this product please contact your nearest Customer Service Centre during their local business hours.

### Australia

1300 300 564  
info@hills.com.au  
www.oldfieldsladders.com.au  
www.hillsholdings.com.au

### New Zealand

09 262 3052  
sales@hills.co.nz

### North America

877 534 1371  
gsutterlin@verizon.net

### Europe

+44 (0) 118 973 8971  
enquiries@greenergardensolutions.co.uk

### South Africa

021 442 1540  
info@stingray.co.za