

## STIHL PTY LTD (ACN 004 881 145)

### WARRANTY TERMS AND CONDITIONS

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#### 1. DEFINITIONS

In this Warranty and the Warranty Registration:

**ACL** means Australian Consumer Law.

**STIHL** means STIHL Pty Ltd.

**STIHL Dealer** means any dealer in Australia authorised by STIHL to sell STIHL products, whether or not that dealer services / repairs STIHL products.

**STIHL product** means the STIHL branded product whose details are recorded on the invoice (or other proof of purchase) and Warranty Registration (and includes the battery and charger where supplied).

**STIHL Specialist Dealer** means any dealer in Australia authorised by STIHL to both sell, and service / repair, STIHL products.

**Warrantor** means:

STIHL Pty Ltd,

5 Kingston Park Court, Knoxfield, Victoria, Australia, 3180

ACN 004 881 145

ABN 76 004 881 145

Email: [csc@stihl.com.au](mailto:csc@stihl.com.au) Telephone: 1300 366 665

**Warranty** means this warranty.

**Warranty Period** means the period described in section 3 of this Warranty that applies to the STIHL product, as determined by its end-use or product type. However, where section 10 of this Warranty applies, the Warranty Period is double the period described in section 3.

**Warranty Registration** means the document completed by a STIHL Dealer (in any form and however titled) in respect of a STIHL product, which confirms registration of that STIHL product for this Warranty. Unless the context otherwise requires, it includes a copy of that document.

**You** (and your) refers to the person named as the customer on the Warranty Registration Card.

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#### 2. WARRANTY

**2.1** This Warranty is provided by STIHL for your sole benefit. To be eligible to make a claim under this Warranty, the Warranty Registration must be completed at the point of purchase and given to you. You should retain the Warranty Registration and proof of purchase so that you are able to make a claim under the Warranty.

**2.2** STIHL undertakes to you, subject to the terms and conditions set out in this document and to you complying with them, to repair or replace the STIHL product (at STIHL's discretion) if the STIHL product fails during the Warranty Period due to a defect in materials or workmanship. Any repair work under this Warranty must be performed in Australia by a STIHL Specialist Dealer.

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#### 3. WARRANTY PERIOD

The Warranty Period for your STIHL product commences on the date of sale of the STIHL product and expires at the end of the applicable period set out below:

**A Personal, Domestic or Household Use**

**2 years**

<b>B</b>	<b>Farming Use</b> (Excluding farm forestry applications and personal, domestic or household use)	<b>2 years</b>
<b>C</b>	<b>Commercial / Professional Use</b> (Including use in contracting, forestry, farm forestry & industrial applications) STIHL 4-Mix Product	<b>1 year</b> <b>2 years</b>
<b>D</b>	<b>Government</b> (Where product is used by government agencies and departments, whether Federal, State or Local) STIHL 4-Mix Product	<b>1 year</b> <b>2 years</b>
<b>E</b>	<b>Hire &amp; Rental</b> (Where product is hired for personal, domestic, household or commercial use)	<b>6 months</b>
<b>F</b>	<b>Cutting Attachments &amp; Accessory items supplied with the product</b>	<b>1 month</b>
<b>G</b>	<b>Spare Parts, Cutting Attachments &amp; Accessories</b> items supplied for repair or replacement purposes.	<b>1 month</b>

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#### 4. SCOPE OF WARRANTY

- 4.1** This Warranty applies to, and only to, the STIHL product whose details are recorded in STIHL's Warranty Database. However, this Warranty does not apply to that STIHL product if that STIHL product was not new when you acquired it or you acquired it by way of auction, on line or from a person other than STIHL or a STIHL Dealer. Also, this Warranty does not apply if STIHL has provided a separate warranty to you with regard to the STIHL product.
- 4.2** This Warranty does not require STIHL to repair or replace a STIHL product if:
- a** you have been refunded any monies or amount paid for that STIHL product or an amount equal to the value of any other consideration paid for that STIHL product; or
  - b** the details on the Warranty Registration, invoice or other proof of purchase differ in any way from the details in STIHL's Warranty Database.
- 4.3** This Warranty is for the benefit of you alone and is non-transferable. You are not entitled to assign any of your rights under this Warranty or transfer any of your obligations to another person.
- 4.4** This Warranty does not apply to, or in any way cover:
- a** normal wear and tear;
  - b** any failure arising from the abnormal or improper use of the STIHL product;
  - c** any failure arising from use of the STIHL product in a manner contrary to law;
  - d** any failure caused by you;
  - e** any failure that would not have occurred if you had taken reasonable steps to prevent the failure from occurring;
  - f** any failure that occurs for a reason or reasons that were specifically drawn to your attention (in a written notice or otherwise);
  - g** any defect that ought reasonably to have been revealed to you by an examination of the STIHL product, where you conducted such an examination before acquiring the STIHL product;
  - h** any failure of, or caused by, parts or components which were neither manufactured nor imported by STIHL, nor supplied by a supplier approved by STIHL nor approved by STIHL for use with the STIHL product;
  - i** any failure arising from a cause independent of human control that occurred after the STIHL product left the control of STIHL;
  - j** any failure arising from accident, abuse, act of God, fire, sabotage, vandalism, contaminated fluids or neglect or failure to operate, store and / or maintain the STIHL product in accordance with instructions provided in the Instruction Manual supplied with the STIHL product;
  - k** any parts or services required for the normal and regular maintenance of the STIHL product e.g. lubricants, engine tune-ups etc;
  - l** normal adjustments which are explained in the Instruction Manual supplied with the STIHL

- product;
- m** repairs made necessary due to the STIHL product coming into contact with or being exposed to dirt, abrasives, moisture, rust, corrosion, varnish or other similar conditions;
  - n** any damage to, or seizure of, the STIHL product due to engine tuning different from that set out in the Instruction Manual supplied with the STIHL product;
  - o** any failure arising from the use of incorrect fuel or fuel and oil mix for the engine or incorrect chain and bar oil for the oil pump, or incorrect lubricating oil in a four-stroke engine;
  - p** any failure arising from any negligent act or omission of any person other than STIHL or any of its employees;
  - q** any failure arising from any unauthorised assembly, repair or modification of the STIHL product by any person;
  - r** any failure arising from an act, default or omission of, or any representation made by, a person other than STIHL or any employee or agent of STIHL;
  - s** any failure of the STIHL product to meet a description that was not applied to the STIHL product by, or with the express or implied consent of, STIHL; or
  - t** any failure of the STIHL product to be reasonably fit for a disclosed purpose where you did not rely on, or where it was unreasonable for you to rely on, the skill or judgement of the supplier, STIHL or a STIHL Dealer.
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## **5. HOW TO MAKE A WARRANTY CLAIM**

**5.1** If you are eligible to make a claim under this Warranty and wish to do so, you must do so at your own expense in the following way:

- a** you must deliver the STIHL product to a STIHL Specialist Dealer (whether or not it was purchased from that STIHL Specialist Dealer);
  - b** you must produce the Warranty Registration relating to that STIHL product, to the STIHL Specialist Dealer to whom you deliver the STIHL product; and
  - c** you must provide the STIHL Specialist Dealer to whom you deliver the STIHL product, proof that you purchased the STIHL product and the date of acquisition. However, if you deliver the STIHL product to the STIHL Specialist Dealer from whom you acquired it, that STIHL Specialist Dealer may waive any of the requirements of this sub-paragraph 5.1(c).
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## **6. STIHL'S OBLIGATIONS**

If a claim validly made under this Warranty is accepted, STIHL will honour the Warranty by meeting its obligations under section 2. There will be no charge for repairs or replacements made to meet STIHL's obligations under this Warranty (though you may incur other costs in making a claim under this Warranty). Repairs will be scheduled and performed in accordance with the normal work flow of the STIHL Specialist Dealer to whom you deliver the STIHL product. The timing of a repair may depend upon the availability of replacement parts and components. STIHL will take reasonable action to ensure that facilities for the repair of goods, and parts for the goods, are reasonably available during the applicable warranty period. to ensure that facilities for the repair of goods, and parts for the goods, are reasonably available during the applicable warranty period.

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## **7. STIHL'S LIABILITY TO YOU**

**7.1** Except for any liability STIHL may have under, or as a result of, any existing law or regulation that cannot be validly excluded, restricted or modified by STIHL, STIHL's liability to you or any other person for Loss caused or contributed to by the failure of goods (within the meaning of the ACL) supplied by STIHL, or in respect of which STIHL is, or is deemed under the ACL to be, a manufacturer, is limited to the following (at the election of STIHL):

- a** repairing the goods;
- b** replacing the goods or supplying goods of an equivalent type;
- c** refunding the amount paid, or the value of consideration provided, by you of the goods;

- d** paying the cost of replacing the goods or of acquiring equivalent goods; or
- e** paying the cost of having the goods repaired.
- f**

**7.2** Further, except for any liability STIHL may have at law that cannot validly be excluded, restricted or modified by STIHL, STIHL is not liable to you or any other person for any Consequential Loss which may be suffered or incurred, or which may arise directly or indirectly from, or in connection with, any STIHL product and / or failure of or fault in any STIHL product, however caused (including negligence).

**7.3** In section 7.1, “Loss” means any loss, cost, liability or damage, including legal costs. Further, in section 7.2, “Consequential Loss” means any Loss, however arising, that is:

- a** Consequential;
- b** not reasonably foreseeable or does not arise naturally from the underlying event, matter or circumstance;
- c** exemplary, punitive or incidental loss or damage;
- d** loss of revenue or profits;
- e** loss or damage from business interruption;
- f** loss of anticipated savings;
- g** loss of value of equipment;
- h** loss of rental of substitute equipment;
- i** other commercial or personal loss or damage; or
- j** indirect loss or damage.

**7.4** Except to the extent expressly set out in this Warranty, STIHL does not make any term, condition, inducement, undertaking, promise or representation (together “representations”) as to any STIHL product or the quality, performance, or freedom from defect, of any STIHL product. To the maximum extent permitted by law, these representations are hereby excluded. Further, no person (including any STIHL Dealer) other than STIHL has authority to make any representations on behalf of STIHL.

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## **8. DETERMINATION OF YOUR CLAIM**

- 8.1** STIHL, or the STIHL Specialist Dealer to whom you make a claim under this Warranty, must determine whether to accept or reject your claim.
- 8.2** If you have a complaint about the handling of your Warranty claim, please contact STIHL by any of the means provided in section 1.

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## **9. AUSTRALIAN CONSUMER LAW**

- 9.1** Clauses 9.2 and 9.3 apply if the supply of goods to you comes with consumer guarantees under the ACL.
  - 9.2** Our goods come with guarantees that cannot be excluded under the ACL. 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.
  - 9.3** Your right to have goods repaired or replaced under the ACL lies against the supplier of the goods. STIHL is not the supplier, if the STIHL product was supplied to you by a STIHL Dealer, the hirer of STIHL products or any person other than STIHL.
  - 9.4** Your rights under the ACL are not incorporated by, or enforceable under, this Warranty.
  - 9.5** STIHL offers you the benefit of this Warranty in addition to any rights and remedies you may have under existing laws and regulations. This Warranty does not limit or remove those rights or remedies.
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## **10. DOUBLE YOUR WARRANTY**

**10.1** If clause 10 applies, the Warranty Period set out in clause 3 is doubled.

**10.2** Clause 10 applies if you buy 1 Litre of HP Ultra or MotoMix in conjunction with any petrol powered “Eligible Product” for Personal/Domestic/Household use (as shown on the Warranty Registration and in STIHL’s Warranty Database). However, clause 10 does not apply if the Warranty Registration or STIHL’s Warranty Database discloses that the purchaser is a company or has an ABN.

**10.3** “Eligible products” are STIHL products with the following model designations:

- **MS 170**
- **MS 171**
- **MS 180**
- **MS 181**
- **MS 181 C-BE**
- **MS 211**
- **MS 211 C-BE**
- **MS 231**
- **MS 231 C-BE**
- **MS 251**
- **MS 251 C-BE**
- **MS 251 C-BEQ**
- **MS 271**
- **MS 291**
- **MS 291 C-BE**
- **MS 311**
- **MS 391**
- **BG 56**
- **SH 56 C-E**
- **BR 200**
- **FS 38**
- **FS 45**
- **FS 45 C-E**
- **FS 50 C-E**
- **FS 55 R-CE**
- **FS 55 C-E**
- **FS 85 R**
- **FS 85**
- **HS 45 - 450**
- **HS 45 - 600**
- **HS 46 C-E**
- **KM 56 R-CE**
- **MM 55**
- **MM 56**
- **BT 45**