# Pet Protector Hunter Valley (NSW)

Last Updated: 1/9/15

#### PET PROTECTOR HUNTER VALLEY WARRANTY INFORMATION

'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.'

#### 1. Proof of transaction

- 1.1 'Pet Protector Hunter Valley NSW' will provide proof of transaction to customers for goods or services valued at \$75 or more that states the:
  - our business name and ABN
  - date of the purchase
  - · product supplied to the consumer, and
  - · price of the product.
- 1.2 Proof of transaction will be required for all products a person may be seeking a consumer guarantee (as described below), as evidence that 'Pet Protector Hunter Valley NSW' is the responsible supplier of the product.

#### 2. Repairs, refunds, replacements

#### 2.1 Repairs

2.1.1 If you have a **minor** problem with a product, 'Pet Protector Hunter Valley' will seek to at no monetary cost repair the item in the first instance or assist the customer with a reasonable remedy (no cost incurred by the customer) instead of a replacement or refund.

## 2.2 Replacements and refunds

- 2.2.1 When you have a **major** problem with a product, 'Pet Protector Hunter Valley' will provide the customer a choice of replacement or refund after taking into account certain factors including (but not limited to) how much time has passed since purchase, type, use, reasonable expectancy of life etc.
- 2.2.2 Replacement products will be of an identical type to the product originally supplied, if no product is available a refund will automatically apply.
- 2.2.3 Refunds will be the same amount as the customer had paid originally and provided in the same form as the customer's original payment, unless otherwise agreed to between both parties.

#### 2.3 What is a major problem?

- 2.3.1 A product or good has a major problem when:
  - it has a problem that would have stopped you from buying it had you known about it or,
  - · it is unsafe or,
  - · it is significantly different from the sample or description or
  - does not do what 'Pet Protector Hunter Valley' said it would, or what you asked for and can't easily be fixed.

## 3. Returning the product

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- 3.2 For reasons not covered at 2.1, 2.2 or 2.3
- 3.3 Only exchanging the item will be offered for incorrect size and/or colour
- 3.4 The customer must contact to request returning the product within 7 days of receiving item via email or website.
- 3.5 Items that are the incorrect size must be received in original condition and packaging within 14 days of authorisation to return the product was issued by us.
- 3.6 If the correct size is unavailable at the time of exchange, 'Pet Protector Hunter Valley NSW' reserve the right to source the required size of same item by any means we deem necessary and will ensure delivery within 45 days of receiving the returned item. If the item is by all efforts unavailable or not delivered within 45 days then a credit note will be made available.
- 3.7 The customer is responsible for returning the product including all costs, unless the cost of doing so is significant. In that case 'Pet Protector Hunter Valley' may arrange and assist paying for the return or exchange of the item.

## 4. Manufacturer's Warranty

- Pet Protector 'disc' (or medallion)
- 4..1 The Pet Protector 'disc' has an advertised 96.3% prevention success rate and is not and/or should not be sold with a 100% guarantee by any authorised representative of OUR business.
- 4..2 If purchased directly from 'Pet Protector Hunter Valley' as advertised the 'disc' will be supplied with a 4 (four) calendar year service guarantee subject to the recommendations being administered to full capability of the user.
- 4..3 'Pet Protector Hunter Valley' will in the first instance investigate to determine if the reported defect is due to improper use or failing to follow the product's written instructions and recommendations about its application, use etc. to determine if the product is in fact faulty or user error has occurred..
- 4..4 If the original disc supplied in the original purchase is found to be defective, 'Pet Protector Hunter Valley' will replace the product or bear the costs in relation to repairing for any of the terms referred to at **2.2 Replacements and refunds**
- 4..5 If the 'disc' was purchased via the official website of 'Goldstar Internet Services I.p., Edinburgh, EH7 5JA, United Kingdom' (owner of Pet Protector Catan Dog's license) then the warranty offered by Goldstar Internet Services I.p will apply.
- 4..6 All other products (excluding Pet Protector disc) sold by 'Pet Protector Hunter Valley NSW' are only supplied with a Manufacturer's Warranty if stated in the product's advertising or in writing sent to you by 'Pet Protector Hunter Valley.

### 5. Guarantees on products

- 5.1 Pet Protector Hunter Valley NSW' will supply products of acceptable quality, that is:
  - safe, lasting, with no faults
  - · look acceptable
  - do all the things someone would normally expect them to do.
- 5.2 Acceptable quality takes into account what would normally be expected for the type of product and cost.

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## 6. Exceptions to guarantees

- 6.1 Consumer guarantees do not apply if you:
  - misused a product in any way that caused the problem
  - got what you asked for but changed your mind or saw it cheaper elsewhere
  - knew of or were made aware of the risks or faults before you bought the product
  - bought a one-off item from a private seller, for example at a garage sale or fete
  - plan to on-sell, or use to produce profit or change the product so that you can re-supply it as a business.

Pet Protector Hunter Valley NSW (ABN: 30 500 295 801) and any of its representatives or subsidiaries endeavour to always practice and adhere to the relevant guidelines and laws in place under the Australian Consumer Laws and NSW Department of Fair Trading.

Further information about your rights under Australian Consumer Law can be obtained via the ACL website

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