

Divergent NZ Limited T/A Hako NZ

WARRANTY POLICY

Version | Effective June 2025

1. Introduction

Divergent NZ Limited T/A Hako NZ ("Divergent") warrants to the original purchaser ("Purchaser") that the Equipment specified below is free from defects in workmanship and materials under normal use and service.

"Equipment" means all Hako, Powerboss, Minuteman and Oertzen branded products sold by Divergent to the Purchaser.

This warranty is in addition to, and does not limit, the rights and remedies available to the Purchaser under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (together, "NZ Consumer Law").

2. Warranty Coverage

2.1 Coverage Period

The warranty coverage period is twelve (12) months from the date of delivery of the Equipment to the Purchaser. The delivery date is the commencement date of the warranty period.

2.2 What is Covered

Under this warranty, Divergent will repair or replace, at its premises or an authorised dealer service outlet, parts of the Equipment that:

- fail under normal use and service;
- are operated and maintained in accordance with the applicable operation and instruction manuals; and
- upon examination, are found to be defective in workmanship or materials.

2.3 Battery Coverage

Batteries are covered as follows:

- Months 1–3: Full replacement covered under warranty.
- Months 4–6: Pro-rated credit of 75% of the original battery cost.
- Months 7–9: Pro-rated credit of 50% of the original battery cost.
- Months 10–12: Pro-rated credit of 25% of the original battery cost.

3. Warranty Exclusions

This warranty does not cover:

- Components replaced as part of recommended service schedules, normal wear and tear, or items whose life is dependent on use and care.
- Damage resulting from transportation.
- Damage arising from alterations by unauthorised persons.
- Misuse or abuse of the Equipment.
- Use of non-compatible chemicals.
- Damage to property or loss of income due to Equipment malfunction.

4. Warranty Conditions

The following conditions apply to this warranty. Failure to comply with any condition may void the warranty where such non-compliance is a contributing cause of the defect or damage:

4.1 Replacement Parts

- ▶ **Use of replacement parts not manufactured or supplied by Hako NZ may void all warranties expressed or implied and may give rise to a potential health hazard.**

Where a third-party part is installed in the Equipment and causes damage to any original part of the Equipment, neither the third-party part nor any original parts directly damaged as a result of its installation or failure will be covered under this warranty. All other original parts of the Equipment not affected by the third-party part remain eligible for warranty coverage, provided all other warranty conditions are met.

4.2 Authorised Repairs Only

- ▶ **Any modifications, repairs or maintenance performed by someone other than Divergent or a Divergent-authorized person may void all warranties expressed or implied and may give rise to a potential health hazard.**

4.3 Operator Training

To maintain warranty coverage, operators must:

- have received Divergent-authorized training; and
- have read the full operation manual for the Equipment.
- ▶ **Operation of Equipment by untrained operators who have not read the manual, where such lack of training is a contributing cause of a defect or damage, may void all warranties expressed or implied and may give rise to a potential health hazard.**

4.4 Prompt Notification of Defects

- ▶ **Any damage resulting from continued operation of Equipment following the discovery of a defect, or after warning indicators have been activated, may void all warranties expressed or implied and may give rise to a potential health hazard.**

4.5 Access and Information

- ▶ **Failure to provide timely access to the Equipment and all information reasonably requested by Divergent may void all warranties expressed or implied.**

4.6 Non-Transferable

This warranty is applicable only to the original purchaser. Divergent is not responsible for costs or repairs performed by persons other than those specifically authorised by Divergent for the purpose of the warranty claim.

5. Replaced Parts

All parts replaced under this warranty become the sole property of Divergent NZ Limited.

6. NZ Consumer Law Rights

The following applies to consumer sales of goods or services as defined under the Consumer Guarantees Act 1993 and Fair Trading Act 1986.

Our goods come with guarantees that cannot be excluded under New Zealand 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.

To the extent permitted by law, all other warranties whether implied or otherwise not set out in these warranty terms are excluded. Divergent is not liable in contract, tort (including negligence or breach of statutory duty) or otherwise to compensate you for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by Divergent's failure to comply with its obligations.

7. Warranty Claims Procedure

To make a warranty claim, follow these steps:

1. Notify Divergent immediately upon discovering a defect by emailing admin@hakonz.com. Divergent will acknowledge your notification within 2–3 business days.
2. Divergent or an authorised agent, in direct consultation with Divergent, will inspect the Equipment and determine whether the repair is warrantable.
3. If approved, Divergent or the authorised agent will source parts through normal channels and carry out the repair.
4. Divergent or the authorised agent must complete a Warranty Claim Form and submit the original to Divergent for approval and payment within 30 days of the repair. All invoices for any Divergent-approved third parties or subcontractors must be included.
5. Divergent will approve or reject the claim and notify the claimant in writing within 30 days of receiving a complete Warranty Claim Form. If a claim is rejected or varied, Divergent will advise in writing.
6. If approved, Divergent will credit labour and parts to the authorised agent or approved third party. Payment will not be made without a Tax Invoice accompanying the claim.
7. Replaced parts must be held by the authorised agent or approved third party for 90 days pending approval or rejection. Parts must only be returned to Divergent if specifically requested. Freight costs for returned Equipment or parts are the responsibility of the authorised agent. When returning goods, include the name of the Hako manager who granted approval or requested the return.

7.1 Return Address

National Service Manager

Divergent NZ Limited

8D Saturn Place, Rosedale, Auckland 0632

Email: admin@hakonz.com

8. Fraudulent Claims

Any fraudulent warranty claim submitted by a commercial (non-consumer) Purchaser will result in that claim being null and void. Divergent reserves the right to reject future claims from the same Purchaser where fraudulent conduct has been established. This clause does not apply to consumer sales as defined under the Consumer Guarantees Act 1993.

9. Contact Us

For all warranty enquiries and claims, please contact Divergent NZ Limited:

- Email: admin@hakonz.com

- Post: 8D Saturn Place, Rosedale, Auckland 0632
- Website: hako.co.nz

Divergent NZ Limited T/A Hako NZ | 8D Saturn Place, Rosedale, Auckland 0632 | admin@hakonz.com