



# 2011 CATALOGUE

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### PRODUCT MANAGERS & ARTIST RELATIONS

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## PRO MUSIC PTY LTD TRADING TERMS AND CONDITIONS

Whenever Pro Music Pty Ltd agrees to supply goods to a dealer, the following terms and conditions will apply unless otherwise agreed in writing.

(The word 'buyer' is used to mean a retailer as well as anyone else who orders goods from Pro Music).

### 1. AGREEMENT

1.1 **Parties** - This Agreement is made between Pro Music Pty Ltd. ACN 010 141 965 ("Pro Music") and the applicant ("the Buyer").

1.2 **Entire Agreement** - Unless otherwise provided by the parties in writing, the terms of this Agreement represent the entire agreement between the parties and will apply to each order for supply of Goods which the Buyer places with Pro Music.

1.3 **Company Buyer** - Where the Buyer is a company, Pro Music will only supply Goods to the Buyer subject to it obtaining guarantees from the Guarantors. The Guarantors will sign this Agreement as a Deed

### 2. MEANINGS

**Definitions** - In this Agreement: -

"**Carrier**" means the freight carrier nominated by Pro Music under clause 8.1 or by the Buyer under clause 8.2 to carry the Goods between Pro Music and the Buyer;

"**Due Date**" means thirty days after the end of the month in which Pro Music issues the invoice for the Goods to the Buyer;

"**Goods**" means any goods which the Buyer has requested Pro Music to supply at any time by placing an order with Pro Music and which Pro Music then agrees to supply to the Buyer;

"**Information Sheet**" means the Information Sheet attached to the Pro Music Catalogue as published from time to time and which is available to the Buyer upon request;

"**Outstanding Debt**" means all money which the Buyer owes to Pro Music under any agreement which is due and payable;

"**Price**" means the invoice price of the Goods supplied to the Buyer which is the sum of:-

(i) the price stated in Pro Music's current Catalogue for those particular Goods on the date of despatch to the Buyer;

(ii) less any trade discount;

(iii) plus any goods and sales tax payable on the Goods,

(iv) plus the insurance costs (being Pro Music's calculation of the insurance premium amount, its administrative and stamp duty costs) where Pro Music has effected insurance under clause 8.3;

(v) plus any freight costs under 8.1.

"**Repossessed Goods**" means any Goods in which title has not passed to the Buyer under clause 6.1

### 3. MORE THAN ONE PERSON

If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

### 4. INCORPORATED TERMS

The Buyer acknowledges that the terms of the most recently published Information Sheet at the time the Buyer places its order with Pro Music, will be deemed to form part of this Agreement.

### 5. PAYMENT

5.1 **Payments** - The Buyer must pay Pro Music:-

(a) the Price no later than the Due Date.

(b) without demand, interest (calculated from the Due Date to the date of actual payment at the rate being charged by Pro Music's financier at the Due Date) on:-

(i) any part of the Price not paid within 30 days of the Due Date.

(ii) any judgement which Pro Music may obtain against the Buyer.

(c) on demand, all Pro Music's costs and expenses in:-

(i) obtaining (or attempting to obtain) payment of the Price after the Due Date; and/or

(ii) repossessing (or attempting to repossess) any Repossessed Goods.

5.2 **Price Changes** - The Buyer acknowledges that all prices specified in the Pro Music Catalogue are subject to change without notice.

5.3 **Statement** - A written statement signed by Pro Music's directors or credit officer stating the amount of money which the Buyer owes to Pro Music will be prima facie evidence of the Buyer's debt to Pro Music at the date of the statement.

5.4 **Place for Payment** - The Buyer must pay all money payable under this Agreement to Pro Music at its Brisbane Head Office (or any other address notified to it from time to time).

5.5 **Dishonoured Cheques** - The Buyer must not give Pro Music any cheque or instrument in payment of money due under this Agreement which is dishonoured on presentation. If a cheque is dishonoured, the Buyer must pay Pro Music the dishonoured cheque and bank charges it incurs within seven days.

5.6 **Overseas Bank Charges** - The Buyer (remitter) is responsible for any bank charges, including overseas and local bank charges charged to the beneficiary (Pro Music), for any payment made via wire transfer. Pro Music must receive payment for the full invoiced amount.

### 6. TITLE TO GOODS

6.1 **Title** - Title to the Goods will not pass to the Buyer until the Buyer has made the following payments to Pro Music in full:-

(a) the Price for those Goods; and

(b) all Outstanding Debts.

6.2 **Acknowledgement** - The Buyer acknowledges that the following acts alone will not divest Pro Music of its title in the Goods:-

(a) delivery of the Goods to the Buyer; or

(b) Pro Music's acceptance of the Buyer's orders for other goods.

## PRO MUSIC PTY LTD TRADING TERMS AND CONDITIONS

- 6.3 **Bailee** - Until title in the Goods passes to the Buyer under clause 6.1, the Buyer:-
- (a) will hold the Goods as Pro Music's bailee and fiduciary;
  - (b) must keep the Goods separate from its own and those of third parties;
  - (c) must keep the Goods properly stored, protected and insured;
  - (d) may only re-sell the Goods as Pro Music's agent and must not represent to others that it is acting for Pro Music (and Pro Music will not be liable under any such re-sale contracts);
  - (e) acknowledges that if it re-sells the Goods under clause 6.3(a), the proceeds resulting from any re-sale belongs to Pro Music.
- 6.4 **Indemnity** - The Buyer agrees to indemnify Pro Music against all losses and expenses which Pro Music incurs as a result of the use or storage of the Goods by the Buyer.
- 6.5 **Risk** - Despite clause 6.1, the parties agree the risk in the Goods passes to the Buyer upon Pro Music delivering the Goods to the Carrier.
- 7. RIGHT TO REPOSSESS GOODS**
- 7.1 **Repossession** - Pro Music is entitled to retake possession of the Repossessed Goods, if:-
- (a) the Buyer fails to pay the full Price on or before the Due Date;
  - (b) the Buyer commits an act of bankruptcy or makes arrangements with its creditors;
  - (c) the Buyer becomes an externally-administered body within the meaning of the Corporations Law or is wound up voluntarily;
  - (d) the Buyer ceases to carry on business;
  - (e) the Buyer has judgment made against it which is not set aside or satisfied within 7 days; or
  - (f) the person who has given a guarantee in terms of the Guarantee clause of this Agreement commits an act of bankruptcy.
- 7.2 **Right of Entry** - The Buyer authorises Pro Music (and its agents) for the purpose of enforcing its rights under clause 7.1, to enter upon any premises where the Repossessed Goods are being stored or where Pro Music reasonably believes the Repossessed goods are being stored.
- 7.3 **Right of Resale** - Pro Music has the right to resell any Repossessed Goods.
- 8. FREIGHT ARRANGEMENTS**
- 8.1 **Freight** - All orders are ex-Brisbane and, subject to clause 8.2, Pro Music will organise at the Buyer's expense the freight of the Goods by the Carrier to the Buyer.
- 8.2 **Written Notice** - If the Buyer gives Pro Music written notice of the Carrier and method of freight before the date of despatch, Pro Music will arrange for the Goods to be delivered to the Buyer in accordance with that method and using the Carrier specified in that notice.
- 8.3 **Insurance** - Unless the Buyer gives contrary written directions to Pro Music, Pro Music will effect freight insurance on all Goods it despatches.
- 8.4 **Damage** - If the Goods are damaged when delivered to the Buyer, Pro Music will not lodge a claim under its Special Insurance Policy, unless the Buyer has fully complied with the requirements set out in Information Sheet.
- 9. RETURN OF GOODS**
- 9.1 **Approval** - The Buyer may return Goods to Pro Music only if:-
- (a) Pro Music Head Office has, in its absolute discretion, given its approval to the return of the Goods; and
  - (b) Pro Music and the Buyer have agreed on the amount to be paid to the Buyer under clause 9.2 and the freight arrangements for the return of the Goods.
- 9.2 **Payment on Return** - On return of the goods, Pro Music will pay the Buyer an amount which is:-
- (a) 100% of the Price paid by the Buyer, if the Goods are returned to Pro Music within 30 days of the date of delivery to the Buyer; or
  - (b) 85% of the Price paid by the Buyer, if the Goods are returned to Pro Music after 30 days of the date of delivery to the Buyer.
- 10. WARRANTIES**
- 10.1 **Exclusion of Warranties** - Pro Music excludes any express or implied condition or warranty, statutory or otherwise which is not stated in this Agreement to the extent permitted by the law of Australia or the law of any State or Territory of Australia.
- 10.2 **Liability** - Pro Music's liability for a breach of any warranty or condition will be limited to one or more of the following:-
- (a) the replacement of the Goods or supply of equivalent Goods.
  - (b) the repair of the Goods.
  - (c) the payment of the cost of replacing the Goods or of acquiring equivalent goods.
  - (d) the payment of the cost of having the Goods repaired.
- 10.3 **No liability** - Where Pro Music supplies Goods to the Buyer, and:-
- (a) the Buyer does not sell the Goods by the end of the 12 month after the date of delivery of the Goods to the Buyer ("the Sale Date"); and
  - (b) the Goods breakdown after the Sale Date and before they are sold by the Buyer; then Pro Music will not honour any manufacturer's warranty in respect of those goods, unless Pro Music in its absolute discretion thinks fit.
- 10.4 **Return of Goods under Warranty** - Before the Buyer returns any Goods to Pro Music for repair under warranty, the Buyer must first obtain Pro Music Head Office's approval for the return of the Goods. The Buyer agrees that:-
- (a) Pro Music will pay the cost of freight of the Goods to Pro Music using a Carrier nominated by Pro Music;
  - (b) it will pay the cost of the freight of the repaired Goods from Pro Music to the Buyer;
  - (c) unless it nominates a Carrier in accordance with clause 8.2, Pro Music may freight the repaired Goods to the Buyer using any Carrier that Pro Music thinks fit; and
  - (d) It is the Buyer's responsibility (or the Buyer's customers responsibility if the goods have been on sold) to effect insurance on any Goods returned for repair.

## 11. CHANGE OF OWNERSHIP OF BUYER'S BUSINESS

- 11.1 **Notice** - The Buyer must, not later than 14 days before any reconstitution of the ownership of its business, any change of its directors or shareholding or its trading structure, notify Pro Music of the details of that proposed change.
- 11.2 **Further Orders** - If the ownership of the Buyer's business is re-constituted so that the business is conducted by a company instead of a sole trader or partnership, the placement of further orders for Goods by the company constitutes acceptance of these trading terms by the company.
- 11.3 **Guarantee** - If the ownership of the Buyer's business is reconstituted so that the business is conducted by a company instead of a sole trader or partnership and if the Buyer continues to have an interest in that company (whether as a director, shareholder or employee) the Buyer:
- (a) will continue to be liable under this Agreement for Goods ordered up to the date of the reconstitution of the Buyer's business; and
  - (b) agrees to guarantee the company's liability in respect of any further Goods which Pro Music supplies to the company under the terms of this Agreement.

## 12. NO WAIVER

No waiver by Pro Music is effective unless it is in writing and signed by Pro Music. Waiver of a breach is not to be deemed a waiver of a continuing breach or future breach.

## 13. PRIVACY ACT AUTHORISATION.

- 13.1 **Authority** - The Buyer agrees that Pro Music may:-
- (a) make any enquires of the Buyer's bankers, other credit providers or any credit reporting agency which it considers necessary assess the Buyer's credit worthiness or collect overdue payments; and
  - (b) collect a credit report containing personal information about the Buyer to assess whether or not to give the Buyer credit.
- 13.2 **Disclosure** - To the extent that Pro Music is permitted to do so by law, the Buyer authorises Pro Music to disclose any information it has about the Buyer to anyone including the Buyer's bankers, other credit providers or credit reporting agencies for credit related purposes.
- 13.3 **Subsistence of Authority** - The Buyer agrees that this authorisation remains in force until Pro Music no longer has any rights under this Agreement.

## 14. NOTICES

- 14.1 **In writing** - Any notice given under this Agreement must be in writing.
- 14.2 **Service on Buyer** - In addition to the service requirements under the Corporations Law, Pro Music may serve a notice or demand on the Buyer by delivering or posting it to the Buyer at the Buyer's last notified address for delivery.
- 14.3 **Notice of Buyer's Address** - The Buyer must promptly notify Pro Music of its address for delivery, registered office if applicable, and facsimile and phone numbers and update the notice if any changes occur.
15. **GOVERNING LAW**  
This Agreement will be governed by the laws of Queensland.
16. **BUYER'S ACKNOWLEDGEMENT & WARRANTY**
- 16.1 **Acknowledgement** - The Buyer acknowledges that before it signed this Agreement and placed any order for Goods, the Buyer has read, understood and accepted the terms of this Agreement
- 16.2 **Warranty** - The Buyer warrants that all information it has provided to Pro Music is correct.

## DISCLAIMER

Fender®, Stratocaster®, Strat®, Telecaster®, & Tele® are the registered Trade Marks of Fender Australia P/L, or its products. Pro Music has no connection with Fender Australia P/L, or its products. The products advertised are not approved or licensed by Fender Australia P/L.

## INFORMATION SECTION

- Freight**
- a) Unless specifically notified in writing, Pro Music will arrange for all goods from Pro Music's Brisbane warehouse to the dealer's address and will add all freight costs to the invoiced amount.
  - b) When ordering goods from Pro Music you **must tell us in writing** if you do not want us to arrange freight. A fax to (07) 3375 6233 will suffice.
  - c) The same procedure applies to insurance as to freight - Pro Music will arrange it, and invoice the premium to you unless you tell us otherwise **in writing**.
- Transit Claims**
- a) NEVER give a clearance signature to the carrier unless you have opened and examined all the goods.
  - b) If you must sign without examining the goods you **MUST** clearly mark on the consignment note "UNEXAMINED".
  - c) If there is obvious damage, please state what appears to be wrong on the consignment note. If any carton appears to have been opened, please also state that fact next to your signature on the consignment note. Only when the dealer complies with all of the above conditions, will Pro Music be able to make a claim under the *Special Insurance Policy*

## INFORMATION SECTION Continued..

### Return of Goods

a) No merchandise may be returned without first notifying Pro Music Head Office for specific freight instructions and return approval.

b) Goods returned for attention under approved warranty must be sent to Pro Music, freight pre-paid.

**c) Retail Customers Warranty Claims**

Pro Music accepts no liability for damage in transit of retail customers warranty claims. Transit insurance is the responsibility of the owner and it is recommended transit insurance be obtained prior to sending goods to Pro Music or its service agents.

### Credit policy

a) All dealers of Pro Music should read and understand the Trading Terms and Conditions as published in our current catalogue.

b) We reserve the right to restrict or withhold supplies where terms are not met by the dealer.

**c) Our policy is based upon the utmost co-operation at all times. The dealer should contact our Accounts Receivable Department where trading terms cannot be met.**

d) When accepting orders, we rely upon our understanding that none of the following circumstances exist:

1) That the dealer is insolvent.

2) Circumstances which would entitle a debenture holder or other creditor to appoint a receiver, to apply for winding up or apply for the appointment of a manager or exercise any other rights over or against the assets of the dealer.

*It is a strict requirement that a dealer inform us immediately if any of the above circumstances exist.*

For whatever reason, claim for credit for goods delivered to you cannot be considered unless made within 7 calendar days from receipt of those goods.

## Direct Payment

a) **30 Day Accounts** Available to all dealers is the option for direct payment, or direct deposit into Pro Music's account. (receipt of faxed copy of the deposit slip and payment reconciliation, is required).

b) **Cash Sale Accounts** After confirming the price of an order or invoice (including freight and insurance), payment can be made into Pro Music's Bank Account at any National Bank throughout Australia by quoting the following details.

Upon receipt of faxed copy of the deposit slip, goods will be despatched:

**BANK:**

**BRANCH:**

**BSB No:**

**ACCOUNT No:**

**ACCOUNT NAME:**

**NATIONAL BANK**

**ACACIA RIDGE,QLD**

**084-100**

**50-846-1756**

**PRO MUSIC PTY LTD**

## **PRO MUSIC CATALOGUE DISCLAIMER**



PRO MUSIC AUSTRALIA WILL NOT BE HELD RESPONSIBLE FOR INCORRECT IMAGES, DESCRIPTIONS OR PRICES AT THE TIME OF CATALOGUE PRINT. DETAILS ARE SUBJECT TO CHANGE WITHOUT NOTICE SHOULD THE NEED ARISE AS WE ENDEAVOUR AT ALL TIMES TO PROVIDE ACCURATE UP TO DATE INFORMATION AT THE TIME OF PRINT. NEW PRODUCTS AND PRICE ADJUSTMENTS WILL BE ADDED TO THIS CATALOGUE AS THEY COME TO HAND, IF THEY ARE NOT IN OUR CURRENT CATALOGUE PLEASE REFER TO OUR WEBSITE. ALTERNATIVELY, CONTACT OUR FRIENDLY & HELPFUL INTERNAL SALES TEAM TO ASSIST YOU WITH YOUR ENQUIRY. ALL PRICES LISTED IN THIS CATALOGUE ARE RECOMMENDED RETAIL PRICES ONLY.

### **OTHER PRO MUSIC INFORMATION**

#### **GENERAL INFO**

PRO MUSIC P/L  
134 MICA STREET  
CAROLE PARK QLD 4300

#### **POST OFFICE INFO**

PRO MUSIC P/L  
PO BOX 291  
CAROLE PARK QLD 4300

#### **TOLL FREE NUMBERS**

##### **AUSTRALIA WIDE**

PHONE 1300 880 278  
FAX 1300 880 279

#### **LOCAL NUMBERS**

##### **BRISBANE HEAD OFFICE**

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## **PRODUCT WARRANTIES**

AER AMPLIFIERS .....	12 MONTHS
ARIA COMPACT PEDALS .....	12 MONTHS
ARIA GUITARS, BANJOS, MANDOLINS & PACKS .....	12 MONTHS
ARIANA GUITARS & PACKAGES .....	12 MONTHS
ARTEC PRODUCTS .....	3 MONTHS
BC RICH GUITARS .....	12 MONTHS
BLESSING INSTRUMENTS (not including lacquer or normal adjustments) .....	12 MONTHS
BOSPHORUS CYMBALS - SPLASHES (cymbals must be returned to Pro Music for warranty assessment) .....	12 MONTHS
BOSPHORUS CYMBALS - NOT SPLASHES (cymbals must be returned to Pro Music for warranty assessment) .....	2 YEARS
BOSS (COMPACT PEDALS) .....	5 YEARS
BOSS (OTHER PRODUCTS) .....	12 MONTHS
BOWS (CELLO, DOUBLE BASS, VIOLA, & VIOLIN) .....	3 MONTHS
CBI LEADS .....	12 MONTHS
COFFIN CASE .....	12 MONTHS
CB-700 PRODUCTS .....	12 MONTHS
CONFORD AMPLIFIERS .....	12 MONTHS
D'AQUISTO GUITARS .....	12 MONTHS
DRUM HARDWARE (ENFORCER, PEACE, ADAM) .....	12 MONTHS
DRUM KITS (ENFORCER, CB700, PERC PLUS) .....	12 MONTHS
ERNST KELLER (CELLOS, DOUBLE BASSES, & VIOLINS) .....	12 MONTHS
GIBRALTAR HARDWARE .....	3 YEARS
GIBRALTAR SERVICE CENTRE PARTS .....	3 MONTHS
GIORDANO (CELLOS, DOUBLE BASSES & VIOLINS) .....	12 MONTHS
GRETSCH DRUMKITS & PARTS .....	12 MONTHS
GUITAR BAGS & CASES (MBT & OTHER GENERIC) .....	12 MONTHS
HISCOX CASES .....	12 MONTHS
Hohner PRODUCTS .....	3 MONTHS
INTELLI PRODUCTS .....	12 MONTHS
JR GUITARS .....	12 MONTHS
JJ ELECTRONICS .....	3 MONTHS
J MICHAEL INSTRUMENTS (not including lacquer or normal adjustments) .....	2 YEARS
KEYBOARD STANDS BENCHES, AND STOOLS .....	3 MONTHS
KYSER CAPOS .....	12 MONTHS
LARRIVEE GUITARS .....	12 MONTHS
LEEM PRODUCTS (warranty includes amps, cables & electronics) .....	12 MONTHS
MONTANA GUITARS .....	12 MONTHS
MICROPHONE STANDS (OTHER BRANDS) .....	3 MONTHS
MUSIC STANDS (OTHER BRANDS) .....	3 MONTHS
NADY PRODUCTS .....	12 MONTHS
ON STAGE PRODUCTS .....	12 MONTHS
ORLA PIANOS/KEYBOARDS .....	12 MONTHS
PICKUPS / PREAMPS (BELCAT, GT, MISI, MARTIN ETC) (user & install damage not covered) .....	3 MONTHS
RODRIGUEZ GUITARS .....	12 MONTHS
RHAPSODY GUITARS .....	12 MONTHS
RMS AMPS & OTHER .....	12 MONTHS
SHUBB CAPOS .....	3 MONTHS
SHURE PRODUCTS (wired microphones, circuitry & DSP, wireless systems, earpieces, parts) .....	2 YEARS
SKB PRODUCTS (Manufacturer's Warranty) .....	LIFETIME
SHURE PRODUCTS (headset microphones & cartridges) .....	12 MONTHS
TAKAMINE GUITARS	
J SERIES .....	5 YEARS
G & D SERIES .....	12 MONTHS
ALL PREAMP SYSTEMS .....	12 MONTHS
TOCA PERCUSSION (excludes heads & normal wear and tear) .....	12 MONTHS
WITTNER PRODUCTS .....	12 MONTHS

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The consumer is 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.*

*The benefits under Pro Music & its supplier's warranties are in addition to other rights and remedies under a law in relation to our products.*

*Should any new product be made available from the date of print of this statement, queries as to warranties may be made to Pro Music Head Office for clarification. Separate from those products listed above, no warranties are implied; refer to Clause 10 of Pro Music's Terms & Conditions set out in the front of this catalogue. Warranty term applies from the date of consumer purchase (verification required); any warranty claim must be made at the point of purchase store and is applicable only to products purchased in Australia. Warranties apply only where good care in every regard has been taken. Warranty does not apply where unauthorised repairs have occurred. All authorised warranty claim returns must be sent freight pre-paid and fully insured. Pro Music accepts no responsibility whatsoever for freight cost, loss or damage either from or to the sender whether dealer or consumer. The cost of authorised warranty claims will be borne by Pro Music Pty Ltd, PO Box 291 Carole Park Qld 4300, ph. (07) 33756400 email; sales@promusicaustralia.com*

