



## STURDY FRAMAC AND NATURAL IDEAS IN CHAIRS 5 YEAR WARRANTY.

### **WARRANTY AGAINST DEFECTS**

We take pride in the goods that we manufacture and supply and offer to consumers who purchase our products the warranty set out in this document.

This warranty against defects is provided in addition to other rights or remedies you, as a consumer, may have at law.

### **WARRANTY PERIOD**

Subject to the 'Exclusions and Limitations' as set out below, we warrant to you that if you are a consumer who purchases products directly from us, or from any of our authorised distributors, that they will not contain defects which are a result of faulty manufacturer workmanship or materials. This warranty subsists for the period of five years from the date the product is purchased (except for gas lift components which are warranted for 2 years and products that are used for a period, on average, of greater than 50 hours per week which are warranted for 2 years).

This warranty applies only to the original purchaser of the product and is not transferrable to any other person or party under any circumstances.

### **EXCLUSIONS AND LIMITATIONS**

No warranty against defects is offered and we will not be liable for defects which are as a result of:

- loss or damage caused by factors beyond our control;
- any product which has not been assembled, maintained, cleaned, installed or operated in accordance with our instructions or recommendations;
- any alterations or repairs to the product (including any disassembly) not performed by us or with our written consent;
- damage or defects caused to the product due to unusual, non-recommended or negligent use of the product;
- any defects arising from soiling, fading, wrinkling, creasing, scratches, chips, accidents or imprudent cleaning;
- any compacting of foam or fibre filling;
- any dye transfer from another product;
- goods that have been used by people weighing more than 120kgs (except where it is specifically stated);
- goods that have been exposed to direct sunlight, rain, wind or any other external element;
- any naturally occurring defect in timber products;
- where the goods have been used for commercial purposes or where the goods are being purchased by you for the purposes of re-sale; or
- damage that has occurred during delivery or transportation of the goods where you have had possession of the goods for more than 2 working days.

We will not be liable for any wearable component in any product (e.g. upholstery material), any loss, damage or defect in any special order

product or obsolete product or for any costs, loss or damage incurred in connection with transportation or delivery of the product by us or return of the product by you. We will not be liable for any loss or damage you suffer as a result of our failure to colour match any goods.

We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us.

### **TOTAL LIABILITY**

Our total liability in respect of this warranty against defects is limited, at our option to the replacement of the goods or the repair of the goods.

We may, in our absolute discretion, replace defective parts of the goods with parts and components of similar quality, grade or composition where an identical part or component is not available.

### **MAKING A CLAIM**

Any claim made under this warranty must be made by contacting us within the warranty period. In order for us to assess your claim you must provide to us details of the defect (including photographic evidence), proof of purchase, a completed Product Repair Form (which can be obtained from us or our website) and the Written Statement (set out below).

The Written Statement must be signed by you and state that the goods have not been incorrectly assembled, installed or operated, exposed to the elements, negligently treated or misused.

On receipt of your claim we will contact you by telephone, email or in writing in respect of your claim and organise for the goods to be repaired or replaced if the fault, damage or problem is, in our opinion, covered by this warranty.

The goods may only be returned to us after you have received written approval from us to do so.

We will not be liable for any costs, loss or damage incurred in connection with transportation or delivery of the goods to us or our authorised service agent. If we determine that your goods are not covered by this warranty you can request that we repair the goods. The minimum cost of such a repair is \$60 (ex GST). Please contact us for further details.

To contact us in respect of a claim under this warranty please contact:

Sturdy Components Pty Limited

Natural Ideas In Chairs Pty Limited

95 Gow Street,  
Padstow NSW 2211.

PH: 02 8760 8300.

FAX: 02 9707 1081

Email: sales@sturdy.com.au

100 Crockford Street,  
Northgate QLD 4013

PH: 07 3260 7355.

FAX: 07 3260 7533

Email: nic@nichairs.com.au

Website: [www.sturdy.com.au](http://www.sturdy.com.au)

### **STATUTORY GUARANTEES**

If you are a consumer for the purposes of the Australian Consumer Law, the following information applies to you. 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 for compensation for any 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.