

LIMITED 10 YEAR WARRANTY OUTDOOR KITCHENS

1. DEFINITIONS

In this Warranty:

- (a) **Care Instructions** means the instructions for care of the Product described in clause 6;
- (b) **Compliant Claim** means a claim made by the Consumer under this warranty which complies with subclauses 4.2 and 4.3 (as appropriate);
- (c) **Consumer** means the legal entity who originally purchased the Product;
- (d) **Date of Purchase** means the date on which the Consumer purchased the Product as evidenced by either the original purchase receipt or any statutory declaration accepted by the Manufacturer pursuant to subclause 4.3;
- (e) **Domestic Use** means personal, domestic or household use or consumption;
- (f) **Excepted Defect** means any defect, corrosion, scratches, dents, discolouration, cracks, weathering or other damage or destruction caused by:
 - (i) normal wear and tear (reduction in gloss finish, staining or scratching on surfaces over time is considered normal wear and tear);
 - (ii) spills such as acid, solvents, dyes or other corrosive materials, abrasive chemical cleaners, ink, paint or bodily fluids;
 - (iii) damage caused during transit;
 - (iv) exposure to radiating heat or to the elements including sunlight, rain, flood, fire and hail;
 - (v) grease and fat fires;
 - (vi) the product being used other than for its intended purpose;
 - (vii) cleaning, lack of maintenance, improper installation; and
 - (viii) intentional, deliberate, malicious, negligent or reckless acts;and also includes fading of granite, rusting of components and oxidation of Aluminium.
- (g) **Manufacturer** means Alfresco Australia Pty Ltd ACN 608 083 567 (ABN 33 608 083 567);
- (h) **Natural Defect** means any defect or flaw caused or created by a natural characteristic of the Product;
- (i) **Product** means the Alfresco Australia brand Outdoor Kitchen purchased by the Consumer; and
- (j) **Warranty Claim Form** means the form approved by the Manufacturer from time to time for making claims under this warranty.

2. WARRANTY

- 2.1 Subject to subclauses 2.4 and 2.5, if a defect appears in the Product at any time within the period of 12 months from the Date of Purchase the Manufacturer will at its election either:
 - (a) replace the Product;
 - (b) repair the Product;
 - (c) supply an equivalent product; or
 - (d) make payment to the Consumer of the cost determined by the Manufacturer to be the fair and reasonable cost of either: replacing the Product, acquiring an equivalent product or having the Product repaired.
- 2.2 Subject to subclauses 2.4 and 2.5 the warranty provided in subclause 2.1 shall extend to a period of two years from the Date of Purchase for the glass door only.
- 2.3 Subject to subclauses 2.4 and 2.5 the warranty provided in subclause 2.1 shall extend to a period of ten years from the Date of Purchase for cabinetry and granite benchtops if the defect appears in within the period of ten years from the Date of Purchase.
- 2.4 If the Manufacturer elects to repair the product, all repairs will be undertaken at the Manufacturer's premises in the Australian Capital Territory or onsite. Repair does not extend the warranty.

- 2.5 The warranty contained in subclause 2.1 does not apply:
 - (a) to defects which are Excepted Defects or Natural Defects; or
 - (b) if the Purchaser has not complied with the Care Instructions; or
 - (c) if the Purchaser has made unauthorised repairs or modifications to the Product during the warranty period; or
 - (d) if the Consumer has purchased or used the product other than for Domestic Use.

3. LIMITATION OF LIABILITY

- 3.1 The benefits given by this warranty are in addition to any other rights and remedies that the Consumer may have under any law which applies in relation to supply of the Product.
- 3.2 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.
- 3.3 However, all statutory conditions, warranties and guarantees that may be excluded are expressly negated.
- 3.4 To the extent that liability for breach of a statutory condition, warranty or guarantee cannot be or is not excluded from this warranty but can be limited, liability is so limited at the manufacturer's discretion to either:
 - (a) replacing the goods or supplying equivalent goods;
 - (b) repairing the goods; or
 - (c) payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (d) payment of the cost of having the goods repaired.

4. CLAIMS PROCEDURE & EXPENSES

- 4.1 The cost of making a claim under this warranty shall be borne by the Consumer. This includes, without limitation, the freight and transport costs to/from the place of repair.
 - 4.2 To make a claim the Consumer must contact Alfresco Australia Pty Ltd by telephoning 1800 790 794 or by emailing info@alfrescoaustralia.com.au, attaching the original purchase receipt and photographs of the relevant damage.
 - 4.3 If at the time of submitting a claim under this warranty the Consumer has misplaced or is unable to locate the original purchase receipt the Manufacturer may in its discretion nonetheless accept the claim if it is supported by a statutory declaration made under the *Statutory Declarations Act 1959* (Cth) attesting to:
 - (a) the place, date and time of purchase;
 - (b) the name and address of the retailer from whom the product was purchased; and
 - (c) the circumstances in which the original purchase receipt was lost or misplaced.
 - 4.4 The Manufacturer is under no obligation to respond to any claim made by the Consumer under this warranty which is not a Compliant Claim.
 - 4.5 The Manufacturer will contact the Consumer within 14 days of receipt of a Compliant Claim and advise whether the claim is accepted and, if so, how the Manufacturer proposes to respond under subclause 2.1.
- ## 5. MISCELLANEOUS
- 5.1 **Non-Transferrable.** This warranty only applies to the Consumer and is non-transferable.
 - 5.2 **Governing Law.** This warranty shall be governed by and construed in accordance with the laws of the Australian Capital Territory and the parties submit themselves to the exclusive

THIS WARRANTY IS PROVIDED BY

Alfresco Australia Pty Ltd ACN 608 083 567
6 Whyalla St (P.O. Box 31)
FYSHWICK ACT 2609

www.alfrescoaustralia.com.au

ABN: 33 608 083 567

Telephone: 1800 750 794

Facsimile: (02) 6280 7667

Email: info@alfrescoaustralia.com.au

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jurisdiction of the Courts of that jurisdiction and those that have jurisdiction to hear any appeals from them.

- 5.3 **Severability.** If any of the provisions of this warranty shall be unlawful, void or unenforceable for any reason, the provision shall be deemed severable to the extent that it is lawful, void or unenforceable, but shall not affect the validity or enforceability of the remaining provisions.

6. CARE INSTRUCTIONS

The manufacturer's care instructions for this product are located in the Product packaging and are also available for download from www.alfrescoaustralia.com.au.

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