

# Warranty Statement & Notice to Consumers

Matic Furniture Pty Ltd supplies the following notice to consumers and in addition outlines here the warranty period and procedures.

Warranty Period: 2 years from purchase date (subject to terms outlined in this Notice).

In the event that the date of manufacture and our company identification has been removed or tampered and proof of purchase is not provided the warranty becomes null and void.

The warranty on fabrics and foam is limited to that given by the manufacturer, agent, or supplier of those materials and therefore varies from product to product.

The warranty on all chairs supplied by Matic is based on an eight-hour shift work day and for users weighing up to and no more than 140kg.

If faulty goods have been supplied, please notify our office in writing so we can advise you in detail of the procedure for rectification or return.

Our preference is for our suppliers to facilitate a customers' warranty claim so as to provide complete information required to facilitate a claim.

Warranty procedure for repair and replacement:

- I. A written report of the damage or fault must be provided. Report to include Matic Furniture Pty Ltd invoice number; Client purchase order number; date that the goods were dispatched from Matic's premises; description and details relating to the damage/fault.
- II. Photographs or illustrations of the damage or fault should accompany the report.
- III. The opinion of the retailer will also be sought regarding the cause of the problem.

Once the above three requirements are provided to Matic via email, mail or in person Matic's representative will contact the end user or the retailer within 7 days to arrange to carry out a repair if a repair is sought. Under no circumstances will a Matic representative be authorised to complete repairs unless all of the three above service requirements have been completed and submitted to Matic.

If the fault is found to be that of the manufacturer and within warranty no charges will apply, including but not limited to all associated freight to and from the customer to rectify the fault or supply replacement goods.

If the fault is found to be that of the end user or our on-seller/retailer then the applicable repair charges will be invoiced to the on-seller/retailer once the repair is authorised to proceed with.

Matic Furniture Pty Ltd will service any required repairs within an **80km radius of the on-seller/retailer our goods were purchased from.**

If a replacement or refund is sought Matic will attend to this request according to the outlined Notice.

## 1. APPLICATION

1.1 This Notice to Consumers (**Notice**) document applies to all Products supplied by us to you in Australia.

1.2 By accepting receipt and commencing use of the product you agree that you have read and understand the following terms set out in this Notice.

1.3 If the terms of this Notice are not acceptable to you, you may return the unused Product to us for a full refund of the purchase price of the Product.

## 2. OUR REPRESENTATIONS

2.1 This clause 2 is subject to clause 3 (*Exclusions and Limitations*), clause 4 (*Statutory Rights*) and any other statutory or legal right.

2.2 The Product is reasonably fit for the purpose or use set in the Product description. The Product is not fit for any purpose or use apart from the purpose or use specified by us in the Product description.

2.3 You may only return the Product to us if:

2.3.1 it does not materially comply with the representations made in the Product description; or

2.3.2 if permitted by law, including the ACL.

2.4 If you wish to return any Product to us, you must give to us:

2.4.1 notice within a reasonable time of your receipt of the Product;

2.4.2 proof of purchase of the Product; and

2.4.3 reasonable explanation as to why the Product does not materially comply with the representations made in the Product description.

2.5 If we accept the return of the Product from you, we will at our option either:

2.5.1 replace the returned Product; or

2.5.2 give a credit or a refund to you for the purchase price of the Product.

2.6 Costs relating to the return of the Product under this clause 2 are payable:

2.6.1 if there has been a failure to comply with the representations made in the Product description, by us; or

2.6.2 otherwise, by you.

## 3. EXCLUSIONS AND LIMITATIONS

3.1 The exclusions and limitations in this clause 3 are subject to clause 4 (*Statutory Rights*).

3.2 You must always use the product for its intended purpose and exercise judgement and caution when using the Product.

3.3 All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise) relating to the Terms that are not contained in it, are excluded to the fullest extent permitted by law.

3.4 Any liability arising in relation to Products that we supply to you, however arising and whether for consequential loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.

3.5 We will not be liable for any failure, ineffectiveness, unsatisfactory or substandard results or other unintended consequences, resulting from:

3.5.1 alterations to Product for which we are not responsible;

3.5.2 use of the Product contrary to its intended purpose or in directions for use or otherwise;

3.5.3 any factors beyond our control.

3.6 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 or animal resulting from any act or omission by us (including breach, termination or non-observance of the terms of an agreement which incorporates the Terms).

3.7 Our total liability for breach of the Terms or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:

3.7.1 the replacement of the Product; or

3.7.2 the payment of the cost of replacing the Product.

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#### 4. STATUTORY RIGHTS

4.1 In circumstances where you are acquiring Product from us as a 'consumer' for the purposes of (and as defined in section 3 of Schedule 2 of) the ACL, we acknowledge and agree that certain statutory guarantees and rights shall apply to you as provided by relevant laws but subject to the Terms as applicable and where permitted by relevant laws.

4.2 Nothing in the Terms excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL and corresponding provisions and relevant laws of State or Territory legislation containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

4.3 If section 23 of the ACL applies to any provisions in the Terms, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

**If you have any questions in relation to this Notice, please contact us using the contact details provided below or on our website at [www.maticfurniture.com.au/contactus](http://www.maticfurniture.com.au/contactus).**

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#### 5. DICTIONARY AND INTERPRETATION

In this Notice:

- **ACL** means the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth) as amended.
- **Notice** means this Notice to Consumers document.
- **Product** means a product supplied by us to you from time to time.
- **Terms** means the terms of this Notice and the Product packaging (as applicable).
- **We, our** and **us** refers to Matic Furniture Pty Ltd (ACN : 099 241 611).
- **You** or **your** refers to the end user or buyer of the product.

**Matic Furniture Pty Ltd**

Email: [info@maticfurniture.com.au](mailto:info@maticfurniture.com.au)  
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