

NEW VOLUMES™

Warranty



New Volumes Product Warranty

1. **Company:** This manufacturer's warranty against defects is given by:
Artedomus (Aust.) Pty Ltd ACN 082 315 268 (the *Company*)
6/45-55 Epsom Road, Rosebery, New South Wales 2018
Phone: 1300 046 604
Email: sales@newvolumes.com
2. **Products:** This warranty applies to the New Volumes range of products produced and sold by the Company (*Products*). This warranty does not cover or apply to any other product used or installed in connection with the Products.
3. **Warranty:** Subject to the conditions and limitations set out in this warranty, the Company warrants to the original purchaser of Products in Australia from the Company who is a "consumer" as defined in section 3 of the Australian Consumer Law, for the benefit of the consumer, that the Company will, at its option, repair or replace any Product without charge if the Product is found to be defective within a period of 2 years from the date of the sales invoice evidencing the original retail purchase by the consumer of the Product (*Warranty Period*).
4. **Exclusions:** This warranty does not cover any defect/damage caused by:
 - (a) misuse, mishandling, physical abuse, accident, negligence, vandalism, exposure to excessive heat or excessive moisture or excessive weight, thermal shock, the use of solvents or inappropriate cleaning products/materials, exposure to chemical products, unreasonable use, improper maintenance, and/or normal 'wear and tear' including, without limitation, fractures, burns, scratches, stains, chipping, cuts, wipe marks and scuffs on the Product; or
 - (b) resulting from the failure to follow any procedures recommended by the Company for the installation of the Product; or
 - (c) faulty workmanship by any person subsequent to the supply of the Product by the Company; or
 - (d) variations in colour, pattern, reflectivity and shade of the material against the sample material, displays and/or printed illustrations or any natural variation in colour, fading or discolouring due to long exposure to artificial lighting, slight dimensional variations due to abnormal humidity or dryness; or
 - (e) use of inappropriate cleaning agents such as bleach or other cleaners with high levels of acid, chlorine or other chemicals or failure to follow the cleaning and care and maintenance instructions for the Product in any literature published or distributed by the Company; or
 - (f) any natural occurrence or any other circumstance beyond the Company's control.
5. **Limitations:** This warranty also does not cover:
 - (a) anything which has been disclosed as a feature or limitation of the Product in any literature published or distributed by the Company; or
 - (b) any defect which is trivial or insubstantial; or
 - (c) any defect where, as at the date of notification of the defect to the Company, the type or colour of the alleged defective product no longer forms part of the Company's standard stock range and the person complaining of the defect does not agree to the supply of a replacement which is as close a type or colour match as is possible for the Company's then prevailing stock range.
6. **Conditions:** This warranty applies only to Products which have been purchased from the Company within Australia and where:
 - (a) the Product has been installed, maintained, used and protected in the manner recommended by the Company in its published literature concerning the Products, a copy of which may be obtained, free of charge, by contacting the Company; and
 - (b) the Company has been notified of the defect within 14 days of delivery of the Product in the case of evident defects (relating to type, colour, quantity and quality and which are immediately detectable), or within 14 days of discovery of the defect in the case of other defects, providing that this is within the Warranty Period;
 - (c) if the Product is authorised for return by us, the Product is returned in its original packaging or other suitable packaging, in the same condition as at the date of delivery and with proof of purchase to the place of purchase or other Company premises agreed by us and, if applicable, using the carrier nominated by us.
7. **How to claim:** To claim under this warranty, please send the following written details to the Company's address as set out above:
 - (a) your full name, shipping address, telephone number and email address;
 - (b) date and place of purchase;
 - (c) copy of proof of purchase including price paid and Product description; and
 - (d) description of how the Product is defective and when you found out that it was defective. Please also provide any photographs taken of the defect(s).After we receive your written claim, we will contact you within a reasonable time. You must allow us, if requested, to inspect the Product where installed to be able to claim under the warranty. The person claiming under the warranty will bear all expenses of making the claim except as specified in this warranty.
8. **Replacement product:** A replacement product from the Company may not be reasonably available in the same shape or style as the original Product covered by this warranty. If a replacement product of the same shape or style is not reasonably available, the Company reserves the right to provide a replacement product as close in shape and style as is reasonably possible from the Company's then prevailing product range in satisfaction of its obligations under this warranty.
9. **Limitation of liability:** Except as expressly provided in this paragraph 9 and paragraph 10, all terms, conditions, warranties, undertakings, inducements and representations, whether expressed or implied, statutory or otherwise relating to any Product are excluded. Without limiting the generality of the preceding sentence, the Company will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of any Product.

Where any applicable legislation implies any term, condition or warranty in the Company's relationship with a person who has acquired any Product, or otherwise gives that person a particular remedy against the Company, and that legislation or any legislation voids or prohibits any provision excluding, or modifying the application of, or the exercise of, any liability under such term, condition, warranty or remedy, it shall be deemed to be in or, as the case may be, apply to that relationship. However, the Company's liability for any breach of such term, condition, warranty, or under such remedy, shall be limited, at the Company's option, in any one or more of the ways permitted by the legislation and where so permitted to the repair or replacement of that Product or supply of a similar Product.
10. **Consumer guarantees:** Our Products 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits to the consumer given by this warranty are in addition to other rights and remedies of the consumer under a law in relation to the Products.
11. **No assignment or transfer:** This warranty is not transferable or assignable.
12. **Inquiries:** Any inquiries regarding this warranty should be directed to the Company at the contact details set out above.