

CODA FURNITURE HOLDINGS PTY LTD MANUFACTURER'S WARRANTY STATEMENTS

General terms and conditions

The *Australian Competition and Consumer Act (2010)* imply certain conditions, warranties and undertakings and give you other legal rights, in relation to the quality and fitness for purpose of CodaCare products sold in Australia. 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 other reasonable foreseeable loss or damage. You are also entitled to have the goods replaced if the goods fail to be of acceptable quality and the failure does not amount to be a major failure. Subject to the general terms and conditions below, as part of your limited warranty CodaCare agrees to repair or replace at CodaCare's cost and discretion the CodaCare product supplied by us with the product purchased.

Coverage and Application

CodaCare warrants that your CodaCare product is of merchantable quality does not have a latent defect. For the purpose of this warranty "CodaCare product" is a furniture product which was manufactured or supplied by or on behalf of CodaCare; and is used in a normal domestic or commercial environment; and was supplied by CodaCare Furniture Holdings Pty Ltd, to an authorised reseller, retailer or distributor of CodaCare.

Warranty Period

For the CodaCare Overbed Table 225 Series, the warranty period is strictly thirty-six (36) months for framework and gas mechanism warranty, twelve (12) months for tabletop and castor warranty. For CodaCare Cabinets are backed with twenty-four (12) year framework warranty.

The warranty period commences on the day of actual delivery to the primary purchaser as reflected on CodaCare warranty registration number on your product and your authorised reseller or distributors invoice provided to you.

Warranty Claims

If you reasonably conclude that the CodaCare product which you have purchased is not of merchantable quality, has a latent defect or is otherwise not compliant with the conditions, warranties, undertakings and legal rights given to you under Australian Consumer law (for example; it appears to be faulty or does not work at all) you can make a claim under this warranty. This warranty service is only limited in Australia and the following procedures must be met.

1. Contact CodaCare or the retailer where you purchased the CodaCare products. You must provide a written statement quoting your CodaCare Warranty registration number and satisfactory proof of purchase.
2. CodaCare will determine whether there is a defect, and if so, Coda agrees to at its discretion to repair, replace or supply equivalent goods.
3. If CodaCare requests that the goods be returned, the consumer will be responsible for freight charges associated with the delivery and return of the goods or replacement goods and parts.

A Warranty claim will be denied if the warranty sticker containing the serial number on the CodaCare product has been tampered with or removed.

Warranty Exclusions

- a) This warranty does not extend to damage caused by normal wear and tear, misuse or abuse, failure to properly clean and improper cleaning of the product. Damage caused by transportation, improper installations as per instructions and use of non-authorized/non-standard part, repair or work carried out by unauthorised CodaCare representatives.
- b) This warranty does not cover CodaCare products sold at auction or second hand sale.
- c) No liability whether expressed or implied or of any nature whatsoever is accepted by CodaCare for any consequential loss, damage or injury arising from as result of the fault of the CodaCare product unless applicable by any Act or legislation and the extent permitted by law.
- d) If the CodaCare product you are using has been rented or leased to you and you consider a claim might be made under this warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.

Void of Warranty

The warranty is valid only when the warranty claims is properly adhered, and upon presentation of the proof of purchase consisting of original invoice or sales slip indicating the date of purchase, dealer's name, model and serial no. of the product. Removal and or Defacing of Serial/Part number sticker on CodaCare product will void all warranties on that product. All products ship from CodaCare with a serial sticker.