

# Limited warranty against defects

The benefits provided by this warranty are in addition to other rights and remedies available to a consumer under Australian consumer law.

- 1. Warranty:** If a defect in any component of a Dixie Cummings Enterprises lounge suite set out in the table below occurs during the applicable warranty period set out opposite the relevant component in the table below as a result of defective materials or defective workmanship, this warranty applies, subject to the terms and conditions set out below. Each warranty period starts from the date on which your new lounge suite was delivered to you (as evidenced by the Retailer's invoice, sales docket or delivery docket). Please note that your products may not have all of the components set out in the table.

Component	Warranty Period
Frame	Five Years
Foam Seat	Three Years
Webbing and springs	One Year
Recliner Mechanism	One Year
Electric Motor	One Year
Lift chair Motor	One Year
Remote Control	One Year
Transformer	One Year
Sofabed Mattress	One Year
Sofabed Mechanism	One Year
Fabric	One Year
Recliner Handle/Trigger	One Year
Leather	One Year
General Workmanship, including stitching, staple, legs and zippers	One Year
Dacron (Seat & Back)	One Year
Back cushion foam	One Year
Headrest Mechanism	One Year
Feather Cushion	One Year

## 2. Who is giving this warranty?

Dixie Cummings Enterprises

80 Hartnett Drive

Seaford, VIC 3198

Australia

**3. What is not covered by this warranty: This warranty does not cover or apply to any of the following:**

- Normally wear and tear (including the fading of colours and tints, the creasing of fabrics and leather or the softening and deformation of foams and cushion fillings with normal use over time), stains or soiling, cuts or scratches or damage caused by impacts or accidents.
- Any consequential or indirect loss, costs or damages which you suffer or incur.
- The costs described in paragraph 8 below.
- Deliberate or negligent damage, or damage caused by failing to follow operating instructions.
- Products which have been stored incorrectly, used inappropriately, abused, misused, altered or cleaned with the wrong cleaning products or methods.
- The appearance of scars, similar marks and differing pore density and colour of leather which are natural characteristics of leather and are not considered defects.
- Products which have been placed outdoors or in a humid environment.
- Damage caused by the use of the product by a person weighing more than the weight limits below, or by placing anything on any part of the product which weighs more than the weight limits below.

PRODUCT CATEGORY	WEIGHT LIMIT
LOUNGE	MAX 120KG (PER SEAT)
BED (KING / QUEEN / DOUBLE)	250KG
BED (SINGLE)	120KG
GAS LIFT BED (KING)	80KG (TOTAL WHEN LIFTED UP) <i>*MATTRESS 48KG MAX</i>
GAS LIFT BED (QUEEN)	70KG (TOTAL WHEN LIFTED UP) <i>*MATTRESS 45KG MAX</i>
GAS LIFT BED (DOUBLE)	60KG (TOTAL WHEN LIFTED UP) <i>*MATTRESS 37KG MAX</i>
DINING CHAIR	120KG
BENCH	200KG
ETU	250KG

- Damage caused by connection to the wrong voltage, power outages, electrical power surges or improper supply voltage.
- Damage caused by vermin, insects or household pets.
- Products that have been used for non-domestic purposes.
- Damage is caused during the transportation of products.
- Cases where no fault or defect in the product or its components could be found by us (in which case, please refer to paragraph 8 below).
- Products or their components which have been repaired by non-qualified persons, or where non-original parts have been used in repairing products or their components.
- Products which have been modified in a manner not authorised by us in writing.

**4. This warranty is not transferrable:** Only the original purchaser of our product (when purchased new from a retailer) may rely on this warranty. It is not transferable to subsequent purchasers of the product.

**5. Conditions of warranty:** To be able to rely on this warranty, you need to:

- Complete the warranty form and send it to us when there is a fault, and it should be

reported within 7 days of it occurring.

- Follow the specific care instructions and instructions for using the product that come with it; and
- Keep your original retailer's invoice, sales docket and (if applicable) delivery docket as proof of purchase and of the date on which you took delivery of the new product (the warranty periods start from that date).

**6. What you need to do to claim under this warranty:** if you believe you have a claim under this warranty, please do the following as soon as practicable after you become aware of any warranted defect, and in any case not later than 7 days after the end of the applicable warranty period set out in paragraph 1 above:

- Contact us using the contact details set out in paragraph 2 above; and
- Send us your current contract details (including a daytime telephone number) and a clear photograph of the claimed defect in your product.

We will not be bound to consider any claim which is not made in accordance with this paragraph 6. Once we have made an essential assessment of your claim, we will contact you to let you know what action we will take. Please note that in order to make a proper assessment of your claim, we may need to come to your premises to inspect the product. If we need to do so, we will make the appropriate arrangements with you.

**7. What we will do in response to a valid claim under this warranty:** If you have a valid claim under this warranty, we will, at our option, either:

- Repair the defective product or component; or
- Replace the defective product or component with the same or comparable product or component.

If we decide to repair the defective product or component, we will be responsible for the costs of repairs, spare parts and labour. Any defective product or component which we decided to replace, and any defective component that is removed in that course of repairs, will become our property.

**8. Your additional legal rights:** 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.

