

# STANDARD WARRANTY TERMS AND CONDITIONS: DECORATIVE PANELS

## 1. INTRODUCTION

- 1. This Standard Warranty is provided by Urban Republic Pty Ltd (ABN 77 133 990 306) (Urban Republic).
- Urban Republic warrants that its goods incorporating NX Designer Board products constructed with plywood, medium density fibre board or particle board substrates (Goods) will be free from defects for period of 12 months from the date of purchase (Warranty Period).
- 3. The benefits conferred by this Standard Warranty are in addition to all other rights and remedies in respect of the Goods which you have under applicable legislation, including as a "consumer" under the Australian Consumer Law.
- 4. 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 of a major failure. In the event of a minor failure, Urban Republic reserves the right to choose to repair or replace the Goods.





# 2. APPLICATION OF WARRANTY

5. This warranty only applies to Goods:

(a) purchased from Urban Republic for interior caravans, residential or commercial use in Australia only;

(b) that has remained installed in the same location at which it was first installed after its sale by Urban Republic;

(c) which has been installed, maintained, used and protected in the manner recommended by Urban Republic and in a manner consistent with the purpose for which it was designed; and

(d) where Urban Republic has been notified of the defect within seven (7) days of the purchaser becoming aware of it.

6. This Standard Warranty becomes valid only when Urban Republic has been paid in full for all products used. This Standard Warranty is valid from the date of payment in full. The Warranty Period does not recommence if a warranty claim is made. In this case the original warranty commencement date remains, and the Warranty Period is determined from this date.

## 3. EXCLUSIONS FROM THIS STANDARD WARRANTY

- 7. To the full extent permitted by law (including the Australian Consumer Law), this Standard Warranty will not apply in the following cases:
  - (a) where the defect to the Goods is due to any environmental occurrence or any other influence beyond the control of Urban Republic (please note, as plywood, medium density fibre board or particle board substrates are natural product it may bow or twist when exposed to certain environmental conditions. This is an inherent property in the product and does not constitute a defect);





- (b) where the application of the Goods is to free standing kitchen/cabinet doors (please note, in particular, the Goods have not been designed for and is not recommended for large doors or for doors used in a sliding application);
- (c) the Goods are damaged as a direct result of incorrect installation or being used for a purpose for which it is not designed, sold or otherwise not in accordance with any instructions for installation and use;
- (d) mishandling or misuse of the Goods (for example, exposure to excessive heat, exposure to excessive moisture, using the incorrect cleaning products/materials, exposure to chemical products, improper maintenance, normal 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces);
- (e) damage or fading due to direct and indirect light (exposure to direct sunlight should be avoided);
- (f) where application of the Goods is not recommended by Urban Republic;
- (g) poor workmanship by any person other than Urban Republic;
- (h) variation in colour, pattern, shade of material against the sample material, display/s and/or printed illustrations;
- (i) where the defect has been disclosed as a feature or limitation of the Goods in any literature published by Urban Republic;
- (j) where the Goods have been used in any outdoor application;
- (k) a particular fault or limitation of the Goods is known to the purchaser prior to purchase; or
- (l) the cause of the defect is due to any act or omission of the purchaser.

#### 4. HOW TO MAKE A CLAIM UNDER THIS STANDARD WARRANTY

- 8. To make a claim under this Standard Warranty, you must:
  - (a) notify Urban Republic in writing within seven (7) days of any alleged defect in the Goods coming to your attention; and
  - (b) provide Urban Republic with:
    - (i) details of the defect or damage in relation to which you are making a claim under this Standard Warranty;
    - (ii) photographic evidence of the defect or damage;





(iii) receipt or any other proof of purchase (this must be an invoice which includes the date of build of the caravan or the goods to which Goods were incorporated); and

(iv) any other details we may need to process your claim.

- 9. Notice must be sent to Urban Republic email: by post or Post: Urban Republic Pty Ltd 49 Metrolink Circuit Campbellfield VIC 3061 Email: warranty@urbanrepublic.com.au
- 10. You will be responsible for your own costs and expenses of and in connection with any claim arising from this Standard Warranty. You may have additional rights under the Australian Consumer Law.
- 11. After Urban Republic receives your written claim, Urban Republic will contact you to discuss as soon as reasonably practicable. In some circumstances Urban Republic may need to remove a sample of the installed Goods for testing.
- 12. Once a claim under these warranties has been approved, you must return the defective Goods to Urban Republic as a condition of Urban Republic providing any remedy under this Standard Warranty to you.

#### 5. OTHER CONDITIONS

13. Urban Republic note that a replacement product may not be reasonably available from Urban Republic in the same shape, type or colour as the original Goods covered by this Standard Warranty .

If a replacement product of the same shape, type or colour is not reasonably available, Urban Republic reserves the right to provide a replacement product of as close a





shape, type and colour match as is reasonably possible from Urban Republic's then prevailing product range in satisfaction of its obligations under this Standard Warranty .

- 14. Where Goods have been incorporated in other goods by a party other than Urban Republic, Urban Republic will be supplying Goods as a manufacturer and, accordingly, is not obligated under the Australian Consumer Law to provide a refund in relation to goods that do not meet the consumer guarantees.
- 15. This Standard Warranty does not cover any other product used or installed in connection with the Goods.
- 16. Except as required by law (including the Australian Consumer Law), Urban Republic liability under this warranty will not exceed the amount of the purchase price of the Goods or the replacement of the Goods with the same or similar Goods.
- 17. This Standard Warranty is not transferable or assignable.

#### 6. INQUIRIES

18. Any inquiries regarding this Standard Warranty can be made to Urban Republic by: **Post:** 

Urban Republic Pty Ltd 49 Metrolink Circuit Campbellfield VIC 3061 Phone: (03) 9357 0934 Email: warranty@urbanrepublic.com.au

