



Punjabi Style Furniture

Product Defect Warranty

What does a manufacturing warranty cover and not cover?

Warranties offered by Punjabi Style Furniture (ABN 42246474104) are consistent with Australian Consumer Laws.

AUSTRALIAN CONSUMER LAW: Our warranty may be a “warranty against defects” for the purposes of the Australian Consumer Law. Accordingly, this section sets out the information prescribed by the Australian Consumer Law. In particular, the following statement is included: “Our goods come with a warranty 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”. Our warranty is in addition to other rights and remedies you may have under a law in relation to the goods or services to which the warranty relates. For the purposes of the Australian Consumer Law, the person giving you this warranty is Punjabi Style Furniture

Our beds come with Two year structural warranty. Warranty does not cover normal wear and tear. If the beds are fitted with electricals (charging point, LED strips etc) then warranty covers these electrical provisions only for 12 months and structural warranty stays for 2 years.

Defects and remedies under these warranties are in addition to other rights and remedies of the purchaser. If your product is defective, you may choose to make a claim by contacting us. If a seller believes goods have met all the statutory conditions and statutory warranties, or that a fault was caused by the consumer, they may refuse to provide the consumer with a remedy.

The warranty covers the original purchaser only and cannot be transferred to anyone else.

All Timber products , except for 'No Warranty' (Floor Stock) products, are sold with a 12 months defect warranty, whereby you are 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 whereby we cannot repair or replace the goods, resulting in a refund.

In circumstances whereby a product is sold with a 'No Warranty' caveat on the invoice - you are agreeing to purchase the product 'as inspected' without a 12 month defect warranty, at a price that is reflective of forfeiting this warranty.

Similarly, in circumstances whereby a product is sold with an additional manufacturer's warranty on top of the 12 month standard retail warranty, a caveat will be on the invoice stating the extra period of time the manufacturer's warranty will cover.

When purchasing solid timber and partial solid timber furniture - it is important the buyer understands that timber is a natural organic product, which requires a degree of hand-craftsmanship. The Distress points are a feature of few Timber Furniture items. They are a characteristic of the rough sawn, brushed and distressed style. They are NOT an imperfection.

Timber can only be crafted as such, resulting in each piece being subject to possible imperfections in grain, knots, finishing particulars, or in some cases, joinery or surface imperfections. In some cases a piece may have or develop minor irregularities such as surface colour or slightly imperfect leveled surface variation. Solid, real timber can even incur minor seasonal gap related changes in the joinery.

Upon purchasing timber products directly from our Facebook or Instagram or any other social media page images, please maintain a sense of reasonability towards the above-mentioned notions as these timber irregularities are subject to a degree of variation - but let's not forget, it's what makes each timber piece a unique and stunning addition to your home.

Mattress Warranties:

Different Mattresses have different warranties. All Mattress warranty depreciates over the life of the product. Mattress warranty covers the following specific manufacturing faults under condition of normal domestic use, whereby requirements of care instruction have been adhered to:

- Springs or frame parts, depending on assessment, that are loose or broken
- Foam, depending on assessment, that is damaged or defective
- Fabric, depending on assessment, that is damaged or defective

Problems with my mattress

If your mattress isn't right, we'll need to establish proof of purchase. If the product fault can be safely determined by the store who sold the product, we may offer you a refund, repair or exchange. Where the product fault is difficult to determine by a store representative, we'll need to speak to the manufacturer or repair agent to determine the fault and possible resolution.

Important: please be aware that some of our goods are sourced offshore and may require in excess of 10 weeks to source a replacement part or product. Unfortunately, we can't offer a refund or exchange where the product has sustained damage due to inappropriate use, whether that's been identified by a store representative, the product manufacturer or repair agent.

What is not covered:

Normal wear and tear (including stains, soiling or scuff marks) consistent with duration of use.

Pilling of the fabric - it is important to note that pilling is not a fabric defect or fault, and is not covered under warranty as pilling is a normal function of many fabrics as excess fibers from the fabric react with fibers from clothes with use. Due to the nature of this, it is considered an industry standard that pilling be maintained by a customer using a 'de-pilling' machine. Pilling will diminish and eventually cease once the excess fibers are removed during the de-pilling process. Body indentations in foam/fiber cushioning that are consistent with usage. Cushioning is designed to provide support and comfort, however body indentations over time are a normal occurrence and indicate that the upholstery layers are performing as they should. Any frame,

spring or seating damage that has been caused by excessive weight impact, which the piece in question is not designed for and hence is not warranted for. If unsure, please ask a sales staff member for weight capacity limits and information. Any abuse or excessive force, that upon assessment, is deemed by us to have led to the damage at hand.

Comfort preference - a lounge or mattress that is considered too hard or too soft, following use of the product, whereby the notion of discomfort is at hand.

Please be very careful while selecting. Wrong selection may cost you more Money.

Cancellation charges may be up to 25% of total order value. Delivery- Pick up Extra.

Mattress Warranty:-

Customers will pay for the transportation after the first year of the purchase.

It can take up to Eight weeks for your body to adjust to the new mattress.

Driver would need a hand as a standard delivery unless specifically ordered for Two Men delivery.

We Discuss so many things but your final order is what is written at the time of confirmation and advance deposit.

Photos and Real Products can not be 100% the same.

Full payment for products to be received prior to delivery being arranged.

You must know about terms for Change of mind and Cancellations.

If the situation of the Refund comes, Transportation and Assembly charges are not part of the Refund.

Every Drawer behaves a bit differently to each other.

Customized furniture/beds are made after verbal understanding and photos. Your Product can not be exactly the same as photos. Microscopic eyes can not be satisfied.

A Little noise from the hydraulic lifting system of the bed is normal.

Customers are required to collect or take delivery of the products within the agreed time. If you fail to do so, Punjabi Style Furniture may charge reasonable storage fees.

Products are for domestic use only unless otherwise specified. If any part of these terms and conditions is found to be void, invalid or otherwise unenforceable, then that part shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the

original provision as closely as possible. The remainder of these terms and conditions shall continue to be enforceable and valid. These terms and conditions will be governed by and construed in accordance with the laws of the State or Territory in Australia where the products are purchased. We shall use all reasonable endeavors to meet the delivery date on the nominated day, however external supply of our products may be beyond our reasonable control.

Exclusions : The Warranty will not apply if:

The product has not been used or maintained in accordance with the manufacturer's instructions explained during the product sale and it has been used in an abnormal manner, abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure. Repairs to a product are made or attempted by a service provider other than approved by the manufacturer. The product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories. The product is tampered with in any way. The product's serial number, as applied by the manufacturer, has been altered or removed from the product.

Returns:

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 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. In addition to the minimum conditions or warranties expressed or implied by the Australian Consumer Law relating to the sale of products of this kind in Australia, your store of purchase will provide additional warranty in support of the products purchased. In summary, your mattress comes with a warranty, however warranties vary across products.

Consumer Guarantee remedies:

If there is a major failure with the product, the customer is entitled to:

- * reject the product and get a refund;
- * reject the product and get an identical replacement, or one similar in value if reasonably available;
- * keep the product and obtain compensation from Punjabi Style Furniture for the drop-in value of the product caused by the major failure.

If there is a minor failure with the product, the customer is entitled, at the election of Punjabi Style Furniture, to:

- * a refund of the cost of the product;
- * replacement of the product; or
- * have the product repaired within a reasonable time.

Exclusion of implied warranties

Subject to the above, to the full extent permitted by law, all warranties, conditions and other terms express or implied by statute, custom or common law are excluded. Nothing contained in these terms and conditions excludes or restricts any consumer guarantee, warranty, condition, right or remedy implied by any statute (including the Australian Consumer Law) which cannot be excluded, provided that, to the extent that the statute permits, Punjabi Style Furniture is entitled

to limit its liability as set out above for a breach of a guarantee, condition or a warranty implied by that statute.

Cancellations and 'Change of Mind'

Punjabi Style Furniture shall not accept a cancellation if you simply change your mind, unless chooses to do so at its absolute discretion. If Punjabi Style Furniture does accept such cancellation, the customer must pay an amount to Punjabi Style Furniture which in Punjabi Style Furniture's reasonable view reflects the loss that Punjabi Style Furniture will suffer as a consequence of the cancellation (including but not limited to storage fees and any mark down). Punjabi Style Furniture shall set off this amount against any money already paid to us by the customer for this product and refund the balance. For any cancellation charges over and above what has already been paid to Punjabi Style Furniture, the customer must pay such amounts to Punjabi Style Furniture within 7 days of Punjabi Style Furniture's request to pay.

Excluded products:

The following products are excluded from 'change of mind' returns unless they meet the conditions set out above AND the packaging is unopened and the tags are still attached.

These products include:

- * bed sheets / quilts (bed linen or manchester)
- * pillows, pillowcases, pillow protectors
- * bed protectors (mattress protectors)
- * self-assembly furniture if part or fully assembled
- * items which have been installed using our assembly service
- * beds or mattresses that have been slept on
- * other perishable items which cannot be resold for health or hygiene reasons once Unwrapped.

Changing my order:

Please choose carefully. Most of our products (including manchester, beds and furniture) can't be resold once unwrapped, due to health or hygiene reasons. Punjabi Style Furniture will not normally give refunds or offer exchanges or credits if you simply change your mind or make a wrong decision.

Cancellations:

A cancellation fee of **25%** is applicable on the total price when you cancel your order. You may not incur a cancellation fee if the goods are delivered damaged or if Punjabi Style Furniture isn't entitled to charge a cancellation fee under any relevant legislation. It's your responsibility to inform the store of purchase of any change of address or contact details. To update your details, please contact your store of purchase.

Important: If a refund is granted, we'll refund the original purchase price in the form of the previous method of payment indicated on the receipt (if possible), minus any delivery charges and / or cancellation charges.

Made to Order stock:

Notwithstanding any other provision of these terms and conditions, products which are made to

individual customer specifications, including custom made furniture items, which have to be ordered specifically for a customer cannot be returned if the customer decides the customer no longer wants the products.