

## **WALLBEDS AUSTRALIA TERMS AND CONDITIONS OF PURCHASE**

### **DEPOSITS**

WallBeds Australia will place your cabinetry order into the production schedule once the customer has paid a 50% deposit or amount in full. Should the customer cancel their order after a deposit is taken, a cancellation fee of a MINIMUM of 20% of the total purchase price will apply and the balance refunded to the customers chosen account.

### **BALANCES**

Balances owing will need to be settled prior to dispatch.

### **CONDITIONS OF SALE**

Please be advised that WallBeds Australia encourages all customers that are ordering cabinetry request a colour sample from our supplier. At times WallBeds Australia may be able to supply colour samples, as refunds will not be given once the order has been processed and any exchanges will incur a cost to you.

### **GOODS ON ORDER**

Dates quoted for delivery of goods are approximate only at the time of ordering and may vary due to circumstances beyond our control. You will be advised as soon as your goods are ready for delivery.

### **CANCELLATION**

In the event of cancellation of a sale, refunds will be in accordance with the guidelines issued by the Office of Consumer Affairs. A minimum of 20% of the invoiced price will be deducted from any refunds to cover administration costs. Customised orders require a non-refundable deposit of 50% of the invoice price.

### **OWNERSHIP OF GOODS**

Goods marked as "sold" on behalf of a customer after receipt of deposit or lay-by payment shall remain the property of Wall Beds Australia until the invoiced price is paid in full.

### **LAY-BY ARRANGEMENTS**

A deposit to the value of 30% of the total purchase price is required to begin a lay-by. Payments are to be made fortnightly. The order for your WallBed will be placed with the WallBed manufacturer in the final month of the agreed layby term. A delay may be experienced prior to delivery due to manufacturing timeframes outside our control.

Failure to complete payments in the specified time makes the goods, any payments made and the deposit, liable for forfeiture if considered reasonable in accordance with the Australian Consumer Law.

Lay-bys should not exceed a 3 month period. A layby can be cancelled by the purchaser but may result in forfeiture of some moneys paid if it is deemed reasonable in accordance with the Australian Consumer Law. Keeping in mind that furniture is a large item which incurs considerable costs for freight and storage. If lay-bys are not picked up or installed by the specified date a storage fee of \$30 per week may be charged.

Lay-by Arrangements should be by regular, fortnightly repayments over a three-month period but this period may be extended at the discretion of the directors.

## DAMAGED PANEL WARRANTY CLAIM PROCEDURES

### DEFINITION

Any chips, marks, or imperfections in the cabinetry panel or frame

WallBeds Australia must be advised within 24 hours from the date of delivery of any damaged items received.

Whilst all orders are packaged to exclude any damage in transport, there may be from time to time some items that may incur damaged by the carrier which is beyond the control of WallBeds Australia.

WallBeds Australia encourages customers to inspect all cabinetry panels prior to assembly and installation. WallBeds Australia will not replace under warranty any damaged panels or frames once units are assembled.

If a panel or frame is damaged by the customer after assembly, WallBeds Australia can at cost to the customer replace panels or frames. The Customer will pay for all applicable shipping and handling charges.

WallBeds Australia will bear all costs if a item has been proven to have been damaged during transport. WallBeds Australia will not replace items under warranty when damaged whilst being unpacked by the customer.

Any warranty claim for damaged items must do the following:

- Photographic evidence of the damaged crate / packaging received by the customer
- A close up photo of the damaged panel or frame
- If a cabinetry panel: a photo of the part sticker
- A full length photo of the damaged panel or frame which includes the part sticker

The Customer will pay for all applicable shipping and handling charges if a damaged item is replaced by WallBeds Australia for the following.

- Once the item has been assembled and installed
- Incorrect installation or handling by the customer or installer

WallBeds Australia at its own discretion may replace damaged items under warranty for the following.

- If the damage is minor and not visible by the opposing panel covering the damage
- If the damage is minor on the non-visible or seen side of the cabinetry i.e. the side that the cam locks are placed into to connect the cabinetry parts, any panel that faces a wall or ceiling.
- Minor damage or imperfections in the Face/Base panels. Example one side of the Face/Base panel on an Alpha Bed has an imperfection or minor damage that will not be seen once the steel frame has been attached and the mattress placed onto the bed. As these Face/Base panels are universal to which side the frame is attached to when assembling the bed.

WallBeds Australia will at all times endeavourer to achieve the best outcome for both parties in relation to any panel damage. WallBeds Australia decision on replacing any damaged item under warranty is final.

## DELIVERY OF GOODS

The approximate delivery date we give you is an estimate based on current manufacturing and shipping times. This should be treated as a guide only. If delivery of goods is unsuccessful on the day organised by the customers, a further two-way charge will be payable by the customer for the second delivery. Our carriers agree to deliver to the customers address only. It is at the customer's expense if goods do not fit into the property or cranes, etc are required to achieve access. Sales staff must be advised at time of sale/booking delivery if access problems are anticipated.

Refunds will not be given if goods do not fit. Our warranty does not cover the delivery of goods.

## GENERAL WARRANTY

- The NeXt Bed Mechanism comes with a 7 year manufacture warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
- The Alpha Steel Frame has a limited lifetime warranty on manufacturer's defects.
- The Legs, Leg connector rods, Springs and spring mechanism comes with a 7 year manufacture warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.
- The DIY hardware kit comes with a 7 year manufacture warranty on manufacturer's defects. Misuse, abuse, or damage by misapplication are not covered.

## SAFETY WARNING

WallBeds are designed to be operated by adults. Use by children may result in injuries to the child or damage to the WallBed if they are unable to control the opening or closing of the mechanism adequately. Warranties do not cover injuries or damage under these circumstances.

Whilst Wallbeds meet Australian Standards adult use and supervision of WallBeds is required at all times.

## WHAT DOES MY WARRANTY EXCLUDE?

The Warranty Program specifically excludes claims for:

- damage incurred during handling, transportation and installation of the product by the customer or their contractor;
- discolouration of timber or fabric coverings resulting from exposure to direct sunlight, extreme heat or similar conditions
- surface scratches, dents, chips, marks, accidental breakages, normal wear and tear or damage resulting from misuse or abuse
- damage to cabinetry caused by dropping of the WallBed door or not putting the manual foot in place to support the Wallbed when open
- damage to fabric coverings caused by the transference of perspiration, body oils or the corrosive ingredients contained in personal care products such as hair gels and skin creams
- damages resulting from dye transfer from rugs, cushions, jeans and other clothing

- the cost of transportation from the purchaser to WallBeds Australia or its agents, if the claim is not covered by the standard warranty conditions
- damage caused to a product or person resulting from incorrect use or installation of the wall bed
- timber grain variation, colour variation, wrinkling, markings, and scars resulting from the natural features of the product
- damage or degradation of timber and fabric coverings not properly maintained; that is, the regular removal of dust and dirt by appropriate means and the application of endorsed cleaning and care nourishing products as instructed at time of sale
- damage to timber or fabric coverings due to the application of chemicals, cleaners or conditioners
- damage or marks to flooring by the natural rubber compound of the wall bed feet/stops

#### WHAT SHOULD I DO IF I REQUIRE ASSISTANCE?

For all you're after sales product or warranty queries please call WallBeds Australia. When calling regarding a warranty issue you will require your Invoice Number or Surname. You must make your request for service immediately following the discovery of any alleged defect. To make a claim under warranty you must be able to prove when you purchased the product. The easiest way to do this is through your original proof of purchase (invoice, receipt, etc). Once you have raised your issue with us we may arrange for a WallBeds Australia contractor to visit your home to assess your claim. . We will also require photographic evidence of the damaged item. If your claim is valid WallBeds Australia will, at its choice, repair or replace the defective product. We remind our customers that softening of cushioning should be expected as a result of normal use and is not to be confused with the loss of resilience.

The warranties are not transferable and service is available only to the original purchaser.

#### OTHER RIGHTS

The benefits given by the warranty is additional to other rights and remedies that you may have under law. 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.

#### IMPORTANT NOTES FOR WALLBEDS

Do not allow children to play with or on WallBeds. Before using any of the mechanisms ensure the person using the WallBed is correctly informed of the mechanisms operation and that the mechanism has been adjusted to suit the persons lifting comfort (in the case of adjustable spring mechanisms).