



## **Connected Spaces Customer Warranty**

Subject to proof of purchase, DIY Resolutions Pty Ltd for Australian consumers and DIY NZ Pty Ltd, for New Zealand consumers, ("DIY") provides the following limited warranties in relation to Connected Spaces products purchased and used in Australia and New Zealand only on the following terms and conditions:

### **Standard 10 Year Warranty**

DIY warrants that it will, at its option, repair or replace any cabinet, hinge and drawer runner, handle, door, and panel, metal shelving, wire basket and insert, waste bin, timber benchtop or laminate benchtop that suffer a failure due to a defect in the materials or manufacturing process within ten (10) years from the date of purchase. Under this warranty, a cabinet is defined as the main framework remaining after all coverings, doors, panels, frames for these panels, benchtops and (non-structural) shelves are removed.

### **For the warranty to apply**

This warranty applies only to Connected Spaces products used for normal, domestic and household purposes only.

You may obtain the benefit of this warranty on the following conditions:

1. The Connected Spaces product was purchased from an authorised Connected Spaces retailer and was paid for in full;
2. You are able to provide an acceptable form of proof of purchase;
3. The Connected Spaces product was installed and is used in accordance with all supplied product information and instructions; and
4. DIY is notified within thirty (30) days of the alleged problem occurring.

DIY aims to rectify genuine warranty claims as a matter of priority. This is generally achieved by inspecting the product and determining the basis for the claim and by introducing immediate corrective action measures to prevent re-occurring problems. It is therefore essential that all warranty claims are promptly submitted to DIY within the thirty (30) day period of the alleged problem occurring as stated above. This warranty represents the only warranty given by DIY and no other person or organisation is authorised to offer any alternative.

### **Exclusions and limitations**

This warranty does NOT cover:

- Products without proof of purchase
- Products not purchased from an authorised Connected Spaces retailer
- Products which have not been paid for in full
- Products which are resold or resupplied or constitute second hand goods
- Normal wear and tear

- Usage other than normal, domestic or household use, unless you have prior written consent of DIY.
- Products used for a commercial kitchen where the kitchen is for food preparation in a hospitality setting to be sold or supplied to a customer, unless you have prior written consent of DIY
- Products used for a commercial laundry where the laundry is for the washing and drying of clothes and other related articles for remuneration, unless you have prior written consent of DIY.
- Installation that is not in accordance with supplied installation instructions, as applicable
- Defects which have been disclosed as a feature or limitation of the products in any literature published by DIY
- Variations in colour and shade
- Delamination
- General colour fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided)
- Slight variations or differences in the visual features of the products inherent within the manufacturing process.
- Accident, misuse, abuse, negligence, improper handling or failure to follow supplied care directions
- Exposure to excessive heat, moisture, ultra violet light or physical or chemical abuse (such as oven cleaners, floor and paint strippers and other harsh chemicals)
- Alteration, modification, repair or use of the product which is inconsistent with supplied product instructions
- Damage, problems or failure caused by acts of God, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civil insurrection, pests, vermin, insects, spiders or interference by foreign objects or matter affecting the product such as dirt, debris, soot or moisture
- Damage, problems or failure caused by extreme weather conditions, including, but not limited to, hail, salt, or other harsh substances
- Products which have been installed in a caravan or boat, unless you have prior written consent of DIY
- Products which are re-installed at a location other than the original installation site
- Inadequate support in the structure to which the product is installed
- Repairs to products without the authorisation of DIY in writing

If your Connected Spaces product has been discontinued, DIY may offer at its option a replacement with a similar Connected Spaces product. DIY does not warrant that replacement will fit any existing fixtures or chattels, which include but is not limited to appliances and/or components, sinks, taps, dishwashers, ovens, stovetops, rangehoods, plumbing, electrical, flooring, windows, walls, ceilings and other cabinetry or furniture.

DIY does not warrant any consequential, incidental, direct or indirect loss, expense or damage suffered by you or any third party arising from or in relation to the use, installation, performance or failure of any Connected Spaces product.

## How to claim

To make a claim under this warranty, you must provide a copy of your original proof of purchase and proof of installation to enable us to determine whether your Connected Spaces product falls within the warranty and the relevant warranty periods. This will also help us determine whether the claim made is genuine and is not based on any breach of warranty or any violations of the law, such as those involving lost, stolen, counterfeit or second-hand goods.

The acceptable proof of purchase can be a tax invoice or receipt that clearly itemises the product and shows the date and place of purchase and, if applicable, information pertaining to the installation of your Connected Spaces product. As a strict condition, where there is no acceptable form of proof of purchase, DIY undertakes no responsibility to repair the product under warranty.

You will need to contact DIY during the applicable warranty period on the contact details provided below. To enable DIY to correctly identify and rectify the problem, please be ready to provide accurate details of your Connected Spaces product and finish, date of purchase, date of installation, purchase details and a full description of the problem. Our customer service representatives will let you know what other information is required for processing your claim. Importantly, you will need to arrange with DIY inspection of your product as part of our assessment of your claim.

Please bear in mind, you will be responsible for all expenses involved in contacting DIY to make your claim under this warranty and DIY will bear the expenses of any applicable inspection and processing of your claim.

Via email at [clr@austbrush.com.au](mailto:clr@austbrush.com.au)

### Via telephone in Australia

1800 666 078

Monday to Friday

From 8:00am to 6:00pm AUEST

### Via post in Australia

Warranty Claims,

DIY Resolutions Pty Ltd,

P.O. Box 338,

Somerton VIC 3062

Via email at [clr@diynz.com](mailto:clr@diynz.com)

### Via telephone in New Zealand

0800 522 663

Monday to Friday

From 8:00am to 5:00pm NZST

### Via post in New Zealand

Warranty Claims

P.O. Box 62-037

Sylvia Park Auckland 1644

## How DIY will fulfil warranty claims

DIY will honour all valid claims made under this warranty by either repairing or replacing (at DIY's option) your Connected Spaces product.

### **You will be charged**

You WILL BE CHARGED for work done or any service call(s) if:

- The problem is not covered by this warranty
- There is nothing wrong with the product
- You are unable to provide acceptable proof of purchase and decide to proceed with your claim

We strongly recommend that you read all instructions supplied upon purchase of your Connected Spaces product before making a warranty claim.

### **Other rights**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

to cancel your service contract with us; and

to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service'. For New Zealand purchasers, nothing in these terms of warranty is intended to limit the rights you may have under the Consumer Guarantees legislation. This legislation does not apply if the product is acquired by the end consumer for the purpose of a "business" as defined in the legislation.

**Checklist to be completed and submitted to DIY when making a claim**

Your name: \_\_\_\_\_

Your address: \_\_\_\_\_

Your telephone number: \_\_\_\_\_

Your authorised Connected Spaces retailer: \_\_\_\_\_

Your authorised Connected Spaces retailer's address: \_\_\_\_\_

\_\_\_\_\_

Your authorised Connected Spaces retailer's phone number: \_\_\_\_\_

Product model number (if applicable): \_\_\_\_\_

Product serial number (if applicable): \_\_\_\_\_

Date of installation: \_\_\_\_\_

Installed by: \_\_\_\_\_

Installer's address: \_\_\_\_\_

\_\_\_\_\_

Have you provided a copy of your proof of purchase (please circle)? Yes / No

Provide a brief description of your claim, including the problem and when you found out about it:

Have you provided any photographs of the product (please circle)? Yes / No

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

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