



**FLAMINGO**  
FURNITURE TO FALL IN LOVE WITH

## **MANUFACTURERS WARRANTY**

### **(Warranty against Defects)**

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#### **Warranty (please refer to the following page for the full terms and conditions):**

Subject to the Warranty Terms and Conditions and the Warranty Claim Procedure, the manufacturer warrants this product to be free of manufacturing or material defect for 60 months from the invoice date of purchase.

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.

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

#### **Warranty Claim Procedure:**

In order to make a warranty claim you must follow the procedure outlined below:

1. You must contact your place of purchase and provide a proof of purchase to register a claim.
2. The retailer will make a qualifying investigation. You must provide the following to the retailer:
  - a. A copy of the proof of purchase.
  - b. If at all possible - supply photos showing the issue claimed – preferably in electronic form for transmission to the supplier. While not mandatory this will speed the processing of your claim considerably.
  - c. Clearly state the grounds for the claim and describe any relevant circumstances.
  - d. An assurance that the product has not been damaged, incorrectly assembled, installed or operated, exposed to the elements, negligently treated, or misused. Any false representations may void your claim and constitute a breach in law.
3. A form detailing the claim must be filled out and lodged with your place of purchase.
4. The retailer will submit the claim in writing to the manufacturer of the furniture who will handle the claim. You will be contacted by a representative of the manufacturer who will respond to bona fide claims in a timely manner.
5. You may be required to make the product available for inspection Mon – Fri between 9am and 5pm at a location specified by the manufacturer, this may be your house or the retailer's showroom.
6. The product may only be returned to the manufacturer after approval, in writing, by an authorized office of the manufacturer.

Manufacturers name; Flamingo Furniture

Manufacturer's business address; 1-3 Kelvin Road Bayswater North, VIC 3153

Manufacturers telephone number; 03 97201188

## WARRANTY TERMS AND CONDITIONS

- (a) This warranty is not transferable; it applies only to the consumer that purchased the product from the retailer invoiced by the manufacturer ("purchaser").
- (b) The manufacturer will remedy any bona-fide claim by either, in its sole discretion, repairing or replacing the product free of charge.
- (c) If inspection and testing finds no fault, the purchaser must pay the manufacturer's usual costs of service work, evaluation and testing.
- (d) The manufacturer reserves the right to replace defective parts of the product with parts and components of similar quality, grade and composition where an identical part or component is not available.
- (e) Products presented for repair may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the product.
- (f) The manufacturer is responsible for transit damage that occurs while freight is the manufacturer's responsibility. Otherwise risk passes to the purchaser once the product leaves the factory.
- (g) Freight costs for warranty claims will be borne by the purchaser from the nominated point of delivery. The supplier will only be responsible for return freight from the original delivery point.
- (h) It is the responsibility of the purchaser to ensure that the product is delivered in good order. The manufacturer will not accept any attempts to extend warranty terms. The manufacturer's responsibilities are not changed by receipt of products which say that "goods are subject to checking".
- (i) Claims for damaged products will not be accepted if documentary evidence shows that the purchaser or their agents received the products in good order and condition.
- (j) This warranty does not apply if:
  - i. the product has not been assembled, maintained, cleaned, installed or operated in accordance with the manufacturer's instructions or recommendations;
  - ii. the product has been subjected to abuse, improperly treated, neglected, or misused;
  - iii. the product has been exposed to the elements; and/or
  - iv. Repairs, maintenance or service have been done by an unauthorised person.
- (k) This warranty does not extend to nicks, scratches and wrinkles occurring in leather/lustrell.
- (l) This warranty does not extend to chips, scratches or marks occurring in timber.
- (m) This warranty does not extend to products which are intended for commercial use.
- (n) **SPECIFIC EXCLUSIONS – TIMBER FURNITURE**

The following specific warranties and product specific issues relate to timber furniture. The natural features of timber result in finished products that display variation and individual characteristics. Specific requests that impact on manufacture limit the manufacturer's ability to minimise variation and in cases such as the request for unsealed product, it may even result in surface checking, warping, staining and other such problems. Where possible the manufacturer will explain the situation to the purchaser at the time of order placement.

  - v. **PRODUCT ORDERED RAW** - Warranty claims relating to products specifically ordered to be supplied in raw unpolished finish will be limited to manufacturing or material faults which do not relate to the raw finish. Surface checking, warping staining and other problems directly related to the supply of product in raw form will not be covered by warranty.
  - vi. **COLOUR CONSISTENCY** - Due to the natural variations and characteristics of the material the manufacturer cannot guarantee total uniformity of colour within any one piece of furniture, especially those products made of leather, timbers and stones.
- (o) A minimum service call charge of \$100 will apply where the manufacturer is requested to attend to works or repairs that are not covered by this warranty.
- (p) The manufacturer makes no express warranties or representations other than set out in this warranty.
- (q) The repair or replacement of the product or part of the product is the absolute limit of the manufacturer's liability under this express warranty.
- (r) In the event of a dispute regarding warranty, the matter will be adjudicated by a recognised industry conciliator/mediator. A list of approved industry conciliators/mediators is available from the State Offices of the Furnishing Industry Association of Australia (FIAA).

## **Procedure for Warranty Claims (for the manufacturer– retailer relationship)**

1. Consumer must contact the place of purchase and provide a proof of purchase to register a claim.
2. The retail Place of Purchase (PoP) will make a qualifying investigation prior to contacting the supplier. The details must be filled out on a claim form (sample attached).

This must include:

- a. Verification that the products were made by the supplier as claimed, this must include full product details and the Invoice number under which the products were supplied.
  - b. If at all possible obtain photos showing the issue claimed – preferably in electronic form for transmission to the supplier.
  - c. Establish the grounds for the claim
  - d. Enquire and record whether the product may have been damaged, incorrectly assembled, exposed to the elements, negligently treated, or misused.
3. The Place of Purchase will submit the claim in writing to the supplier, Sales agents are not to be contacted directly, and this is the prerogative of the manufacturer.
  4. The Manufacturer will respond to bona fide claims in a timely manner

## Warranty against Defects Claim Form

Date: \_\_\_\_\_

**Retailer Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Manufacturer's name:** \_\_\_\_\_

Product name/model: \_\_\_\_\_

Manufacturer's Invoice # \_\_\_\_\_ Invoice Date \_\_\_\_\_

***Claim cannot proceed until this is provided.***

**Customer Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Retailer Invoice number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

***Attach photocopy of invoice – claim cannot proceed until this is sighted.***

***Is the claimant the original purchaser of the goods?    Y    /    N***

**Have photos showing the issue been supplied? – This will speed up the process for all concerned.**

**Y    /    N**

**Customer Statement detailing issue:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed as a true and complete statement: \_\_\_\_\_

**Retailer Inspection Details:**

Name of person inspecting: \_\_\_\_\_

Inspection Comments/Recommendation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Manufacturers Recommendation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_