

# 5 year warranty

**Linc Furniture Pty Ltd ABN 591 365 968 91** (Linc) warrants to the original purchaser (Purchaser) that its range of Safehook products (as defined in the attached schedule of goods) supplied by it (the Goods) be free from defects for a period 5 years from the date of purchase (Warranty).

1. Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of Linc. If a replacement product is supplied, warranty remains based on the original date of dispatch from Linc's control.

## Investigation of Claims

2. All Goods the subject of a claim under this Warranty must be returned to Linc for evaluation before any warranty claim is approved unless advised by Linc on an alternative course of action.

3. To make a warranty claim pursuant to this Warranty, the Purchaser must:

- a) notify Linc within 7 days of the alleged defect first coming to the Purchaser's notice and within the warranty period.
- b) provide Linc all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase. The original sales receipt is the Purchaser's best proof of purchase.
- c) provide evidence that the Product has been installed correctly and is used in accordance with Linc's instructions supplied with the Goods;
- d) provide evidence that the Goods have been inspected (annually) for integrity and safe use, and
- e) make the Product available for inspection by Linc (which is at the Purchaser's cost), so that Linc may carry out all necessary work with the Product.

Conditions of Warranty

4. This Warranty extends only to:

- (a) defects arising solely from faulty design, materials, or workmanship under proper use of the Goods & operated in accordance with the supplied instructions; and
- (b) Goods installed by an experienced person as approved and accredited by Linc;
- (c) Goods sold by Linc or its authorised distributors or dealers; and
- (d) where the defects appear in the Goods within the warranty period.

## Exclusions to Warranty

5. This Warranty **DOES NOT** cover:

- (a) unauthorised repairs, alteration, modification or substitution of any parts of the Goods, installation or use of the Goods not in accordance with the instructions supplied;
- (b) malfunction of Goods due to faulty installation or operation.
- (c) damage to walls, or substrates, or structures that the product is installed.
- (d) the integrity of any screws fixings or fasteners, supplied with the goods or other.
- (e) Goods that have their serial number or model number label removed or defaced;
- (f) Goods purchased:
  - (i) not from Linc (such as purchases from unauthorised retailers and purchases over the internet, from local/international sellers or sites such as Ebay and Amazon),
  - (ii) not from an authorised dealer or distributor of Linc.

In addition to the above, this Warranty **DOES NOT** cover the following:

- (e) Damage or defects to the product that ought reasonably to have been revealed to you by an examination of the product, where you conducted such an examination before acquiring the product; Normal wear and tear due to the course of normal use;
- (f) Changes in surface finishes, including colourfastness, due to ageing or exposure to light, except within
- (g) Any misuse, abuse, or modification of the original product.

(h) Accidental damage or damage caused by an extraordinary event or circumstance beyond your or anyone else's control including damage caused by:

- (i) environmental factors.
- (ii) natural discolouration of material due to ultraviolet light.
- (iii) crushing, impact with hard surface or damage caused in the transit of the product.
- (iv) foreign material, or exposure of the product to excessive heat or cold or to solvents, or water entry into the product.
- (v) abnormal product performance caused by any ancillary product interference or other external factors.

6. Freight charges both ways associated with any claim under this Warranty are to be paid for by the Purchaser and Linc accepts no liability for loss or damage to the Goods during transit.

7. Charges will apply for any non-warranty services performed.

## Limitation of Liability

8. The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'Linc', 'You' means the 'Purchaser' and 'goods' means 'Goods': 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.

9. Notwithstanding the preceding clause and to the extent permissible by law, where the Goods are not of a kind ordinarily acquired for personal, domestic, or household use, the liability of Linc is limited, in relation to the Goods to:

- (a) replacing the Goods or the supply of equivalent goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- (d) the payment of the cost of having the Goods repaired.

10. To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Linc is not liable in contract, tort (including, without limitation, negligence, or breach of statutory duty) or otherwise to compensate the Purchaser for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect, or consequential loss or damage of any nature whatsoever caused by Linc's failure in complying with its obligations or the Purchaser's failure due to accident damage, impact, misuse, or negligence.

11. The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

12. This warranty and any disputes arising from the terms of this warranty will be governed by the Laws of Australia.

## Contact Detail's

13. To make a claim under this Warranty or to discuss the warranty service, please contact Linc's technical support at the following address or phone number:

**Linc Furniture Pty Ltd**  
**E: sales@lincfurniture.com.au**  
**A: PO Box 470 ASHGROVE.**  
**QUEENSLAND.**  
**AUSTRALIA 4060**  
**P: +61 7 3511 1668**

# Schedule of Goods - Safehook

For the purpose of defining Linc Furniture Pty Ltd (Linc) schedule of goods, specifically in relation to Linc's Warranty Statement, the following goods make up Linc's range of Safehook products (current as at 1 August 2021) covered under Linc's stated 5 year warranty.

<b>Safehook Euro V2</b>	<b>- Bag and Hat Hook</b>
<b>Safehook lhook Mk2</b>	<b>- Bag and Hat Hook</b>
<b>Safehook OZYhook</b>	<b>- Bag and Hat Hook</b>
<b>Safehook OZlhook</b>	<b>- Bag and Hat Hook</b>
<b>Safehook Euro</b>	<b>- Bag and Hat Hook</b>

Those Injection Moulded Components that make up the range as described above.