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**New South Wales**

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**Queensland**

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abn 59 118 402 574

**Warranty****Definitions**

In these conditions:

**“Agreement”** means any written contract entered into for the provision of goods and/or services by the Seller to the Buyer;

**“Buyer”** means a person, company, firm or corporation, jointly and severally if there is more than one, acquiring goods or services from the Seller;

**“Seller”** means Cubus Concepts Pty Ltd (ACN) 118 402 574 ;

**“Goods”** means goods supplied by the Seller to the Buyer;

This warranty sets out the levels of responsibility for Cubus Concepts Pty Ltd in regard to their manufactured products and form part of terms and conditions supplied within the sales agreement.

**METAL FRAMES**

All METAL FRAMES are covered by a five year warranty against faulty workmanship and metal fatigue. Warranty on the finish is covered separately and is specified accordingly in this document.

Stainless Steel frames are available in 2 grades.

304 Stainless is suitable for most outdoor applications with the exception of high exposure to salt air.

316 Stainless is suitable for all outdoor applications.

**TIMBER FRAMES**

All TIMBER FRAMES are covered by a two year warranty against faulty workmanship.

**POLYPROPELENE SHELLS**

All POLYPROPELENE shells manufactured for outdoor use are UV resistant and are covered by a 2 year warranty from fading, cracking or splitting.

**LAMINATED PLYWOOD SHELLS**

All PLYWOOD shells are covered by a 2 year warranty from cracking or splitting or breaking during normal use.

**POWDERCOATING**

The warranty for powder coating includes any cracking, flaking and internal corrosion. The warranty does not include issues arising from scratching, marking, fading, scuffing or corrosion caused by scratches not treated correctly OR exposure to salt air.

**CHROME PLATING**

Chrome plating warranty is to Spec. AS 1192/1982. Chrome finish is covered by a 2 year warranty and includes any cracking or splitting. It does not cover any rusting as a result of being exposed to outdoor environments.

**FOAM**

Injection moulded foam is to AS 2281-1993 standard.

The warranty is for five years but does not include damage caused by liquids or vandalism.

Sheet foam used for seating is high grade fire retardant foam.

The warranty is for one year but does not include damage caused by liquids or vandalism.

**TIMBER**

The warranty on solid timber will cover faulty workmanship, but not against natural movement or other effects beyond the seller's control. The warranty on plywood covers de-lamination caused by faulty workmanship but not against chipping or damage caused by misuse.

Flat veneer board is purchased from outside suppliers and is subject to manufacturer's warranty.

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**LAMINATE**

Laminates are bonded to a substrate using a spray contact adhesive and rolled under an even pressure. The warranty covers defects caused by faulty workmanship but not against de-lamination caused by excessive heat or misuse. The laminate is covered by the manufacturers' standard warranty.

**LACQUER FINISHES**

Table tops are finished in a hard two pack lacquer. The warranty covers against any faulty application procedures but does not cover against scratching, scuffing or marking. Timber seats are finished in Timberlac. The warranty covers against any faulty application but does not cover against scratching, scuffing or marking.

**FABRICS**

Warranties for all fabrics are covered directly by the manufacturers' specific warranty. The seller will not be responsible for any costs in rectifying product due to any warranty claims on the manufacturers' material. The seller is not responsible for problems arising from the client's choice of material that is deemed not to be suitable for the application.

**FASTENINGS**

Various fastenings used throughout our product range will be covered by our standard three year warranty.

**SWIVELS**

Swivels used in our product range will be covered by a one year warranty.

**NYLON COMPONENTS**

These are mainly used for the feet in chairs, stools and table bases and are not covered by warranty.

**SPECIFIED PRODUCTS**

Products that are not designed by the seller are not covered by any warranty.

**OTHER MANUFACTURER'S PRODUCTS**

Furniture sourced but not manufactured by the seller is subject to the particular manufacturers' warranty. A copy of such warranty documentation is available upon request.

**CLAIMS**

All warranty claims must be notified in writing for evaluation. All goods requiring repair under warranty need to be returned to the seller at buyer's own cost. The seller will repair such goods and return to the buyer at seller's cost. If goods returned to the seller are not deemed to be covered under warranty, such goods will require collection within 30 days at the buyer's cost. Any goods not collected within 30 days will be disposed of by the seller. The seller, at the buyer's request can quote to repair goods not covered under warranty.

All of the above warranties will be deemed void if product is damaged through neglect, misuse, abuse, acts of nature, fire or freezing.