

Terms and Conditions:

1. provides this warranty against faulty material and/or workmanship.
2. This warranty is subject to the Australian Competition and Consumer Act 2010 ("Australian Consumer Law"). The benefits provided in this Warranty are in addition to other rights and products to which this Warranty relates.
3. The warranty period commences from the date that the contract of sale is completed. The period of the warranty will be for all products as follows: -
 - a. Furniture applies a two (2) year warranty.
 - b. Fabric as per manufacturer's warranty.
4. This warranty covers the replacement or repair of any product that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used.
5. This warranty is offered by Coast Living having regard to the nature, design and features of the products. For example, if the products are of a rustic or organic nature, then surface details may vary from imagery and display models. Where natural materials are used in the manufacturing process or are handmade, minor variations will occur from piece to piece. Such variations as a result of the nature of the products are not considered defects under this warranty.
6. This Warranty is not transferable.
7. In addition, this warranty will not apply if: -
 - a) the damage or defect has occurred as a result of normal wear and tear.
 - b) damage is caused by extreme weather conditions or acts of God.
 - c) repairs to a product are made or attempted by a service provider other than one approved by Coast Living.
 - d) the product has not been used or maintained in accordance with the manufacturer's instructions as provided with the product.

- e) the product is used in an abnormal manner for example if the product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure.
 - f) any furniture which has been exposed to Extreme Use (Extreme Use is damage caused by more than 'normal wear and tear;' or spills such as acid, solvents, dyes, or other corrosive materials, ink, paint or body fluids; moisture of any kind, improper cleaning techniques or placing furniture outdoors (where such furniture is not intended for outdoor use) or excessive heat or moisture.
 - g) the product has been modified, incorrectly adjusted or operated, subjected to incorrect electrical supply or inconsistent electrical supply or used with inappropriate accessories.
 - h) the product is intended for indoor use; it is used outdoors.
 - l) the product is tampered with in any way.
 - j) defects or damage resulting from negligence, abuse or misuse, including (but not limited to) inadequate or improper maintenance, exposure to water, direct sunlight, salt air, chemicals, accidents, any use for which the product was not designed, nor does it cover ordinary wear-and-tear.
 - k) the product is relocated from its original delivery location, or the relocation caused damage due to improper packaging and transporting.
8. Coast Living accepts no responsibility or liability for consequential or incidental damages arising from or connected with the use of, or the performance of the product, or other direct or indirect damages relating to loss of property, revenues or profit.
9. Our products 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 products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. To the extent that they are compatible with the consumer laws in Australia, the exclusions and provisos that apply to this warranty apply to the consumer guarantees.

How to make a claim:

10. To claim under this warranty or a consumer guarantee, you must, within seven (7) days of the defect occurring or within three (3) days of the damaged or defective products being delivered to your premises, notify and provide detailed photographs to Coast Commercial as follows:

P.O. Box 2659, Cairns, Qld 4870

T: 0417 636 780

E: sales@coastliving.com.au

11. Should the defect or damage appear, stop using the product immediately.
12. To make a claim under this warranty you must lodge a written claim including an Incident Report before the warranty period expires.
13. You will be requested to either return the product for inspection/repair, or we will arrange for the product to be inspected at your premises. Coast Living reserves the right to charge an upfront call out fee prior to inspection of the product, in which case such a fee will be refunded should Coast Living determine you have a valid claim.
14. If you are requested to return the product to Coast Living for inspection/repair, you will need to arrange and pay for the transportation of the product to the store or other address advised by Coast Living. If the product cannot be returned easily because of its size or height, Coast Living will arrange and pay for the transportation of the product. If Coast Commercial determines there is a valid claim, it will reimburse you for any reasonable transportation costs paid by you. If Coast Living determines you do not have a valid claim, you must reimburse Coast Living for any transportation costs that Coast Living has paid and any return transportation costs.
15. Coast Living will assess the product to determine the nature of the issue, whether you are entitled to a remedy, and in the case of a minor failure, the remedy that will be made available to you. Sometimes we may have to forward the product to the manufacturer or repair agent and liaise with them.

Remedies and Solutions

16. Coast Living cannot give an exact timeframe by which a product will be repaired (if capable of repair) but will do so (if capable of repair) within a reasonable time.

- a. Certain legislation, including Schedule (2) of the Competition and Consumer Act 2010, imply guarantees and impose obligations upon Coast Living, which cannot be excluded, restricted or modified. Where such statutory provisions apply to the extent, which Coast Living is entitled to do so, its liability shall be limited at its option to;
- b. In the case of supply of products, the replacement of the products or supply of equivalent products; or
 - I. The payment of the cost of replacing the products or acquiring equivalent products; or
 - II. The payment of the cost of having the products repaired; or
 - III. The repair of the products.