



5 YEAR STRUCTURAL WARRANTY (Against Defects)

Our Guarantees to you (please refer to our full terms and conditions):

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.

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 months from the date of purchase.

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 completed 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 retailers' showroom.
6. The product may only be returned to the manufacturer after approval, in writing, by an authorized office of the manufacturer.



Quality assured, care & warranty



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ABOUT YOUR SELECTION

Congratulation on your new purchase and thank you for selecting a SUNDOWN product. We trust that you will have many years of use and enjoyment.

Sundown is an Australian owned furniture manufacturer based in Melbourne and in operation since 1983.

Our products range from tables, chairs, buffet and hutches, occasional and entertainment units, both in traditional and contemporary designs.

The origin of our products vary from, **Australian made**, to **Made in Australia** with **imported and local materials** to **imported product**. It is tagged accordingly save human error. *(Ask your retailer if in doubt)*

Due to the origin of our products we are able to provide a vast range to our customers that include, over 5000 combinations and sixteen(16) different stains to choose from and unlimited fabric choices, provided these fabrics are available in Australia. You can also supply your own fabric.

Note: Some of our stains are not available in all products as well as leather/vinyl not available in all chairs.

Visit our website www.sf.com.au or ask your retailer.

Timbers Used: Various sustainable and legally harvested timber used for our product including Vic Ash, Plantation Oak, Radiata Pine, European Beech and Ash. These timbers are used either in solids or as veneers on MDF or particleboard substrate.

The timber used for the product you have purchased is not all of the above but a combination of some of the above, it depends on the item and stain you have selected – your retailer can explain.

Wall units and table tops are made out of timber veneer on MDF substrate, thus providing extra strength and stability overall – **NO DISTORTION IS POSSIBLE.**

Table frames (undercarriage) are made out of solid timbers as stated above, table legs are a combination of solid timbers and some out of timber veneers on MDF substrate - we have found these to be more stable and reliable than the solid timber ones (trouble free).

SPECIAL NOTE

Since wood is a natural material, you may notice light variations in the shades of different wooden elements in the piece or pieces. Also, if you have bought these products at different times, **variations in colour and shade may be caused by climatic/environmental factors**, or the period of time that has passed between purchases. We do not consider that variations outlined above to be valid reasons for claims and/or returns. Light globes would also make the product look different in colours (this would depend on light globe).

Timber 'a natural product'; Timber is 'alive' and is subject to the natural movement inherent in solid timber, which occurs with the variations in the humidity levels of the atmosphere between areas and seasons. While Sundown products are suited to the majority of domestic (some products commercial) applications, we do not recommend its use to arid or extreme conditions.

Stains; Stains and varnishes are also subject to climatic/environmental factors, **a newly polished product would most likely always look different from the floor model or a product purchased earlier.** It is more evident in the lighter stains. This is normal, as the sunlight's UV rays would always change the shade of any natural product. The new product would mellow over time and look closer to the older one.

Sunlight; Sunlight's ultra-violet rays can damage wood finishes, and can also change the shade of your furniture. As this furniture is made out of many different wooden elements, it is possible for the timber elements to look different in shade if exposed to sunlight for long time. **Arrange furniture out of direct sunlight.** Use sun-screening drapes during intense sunlight hours, rotate furniture in place and room arrangement.

Caring for your furniture; Caring for furniture is easy, by following a few simple guidelines will help extend the life of your furniture. The beauty of furniture care is that **it helps to protect your investment.** As fine furniture is an important purchase, proper care will help maintain your furniture and ensure that it looks great year after year.

The enemies of furniture; Many common problems in furniture are caused by some elements. If you are aware of these, the resulting damage can be easily avoided.

Liquids; Liquid spills will damage furniture if not removed promptly. Use coasters under beverage glasses and saucers under cups and flowerpots. **If a spill occurs, immediately blot it gently without rubbing the surface.**

Heat; Heat creates a **chemical change** in the furniture finish which can result in a **white spot**. Use **protective mats** under hot dishes, utensils or cooking appliances.

Cyclic changes in temperature can damage furniture. Placing furniture near to central heating radiators and air ducts should be avoided because this causes extreme localized drying of the wood.

Dusting; Always dust with a **damp cloth**, this will help eliminate the scratching that occurs with dry dusting. Dust will scratch furniture if not removed quickly. Use a soft clean cloth that won't scratch the surface and avoid coarse materials or fabrics. **Never dry dust**, as it could cause microscopic scratches on your furniture surface. Remember to change dusting cloths frequently since a dirty cloth may scratch the surface.

CLEANING PRODUCTS

"DO NOT USE PRODUCTS THAT CONTAIN SILICON"

if you do, and in the event that you may have to re-polish the furniture in later years it would not be possible. **Always Use the same furniture-cleaning product** as if you don't, your furniture may appear cloudy. Apply the product evenly on the surface and always **wipe in the direction of the grain** with a clean damp cloth *(Follow the instructions of your furniture cleaning product).*

Fabric care; Follow the instruction on the "CARE LABEL" the label can be found under the dining chair seat. If you have supplied us with the fabric you must obtain the care instructions from the place you have purchased the fabric.

WARNING: It is important that lights fitted in WALL UNITS are not used for illuminating and should not exceed 6 HOURS of continues use.

Warranty against Defects Claim Form

Date

Retailer Name

Address

Suburb

State

Postcode

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

Suburb

State

Postcode

Contact

Daytime Phone

Fax

Email

Retailer's Invoice #

Invoice Date

ATTACH PHOTOCOPY OF INVOICE – CLAIM CANNOT PROCEED UNTIL THIS IS SIGHTED.

Is the claimant the original purchaser of the goods? ☐ YES ☐ NO

Have photos showing the issue been supplied? – this will speed up the process for all concerned. ☐ YES ☐ NO

Customer Statement detailing issue (Please attach a piece of paper with any additional information if you have insufficient space to answer on this document)

Signed as a true and complete statement

Retailer Inspection Details

Name of person inspecting

Inspection Comments/Recommendation

Manufacturers Recommendation

WARRANTY TERMS AND CONDITIONS

- (a) The merchandise purchased will have a warranty against defective workmanship pertaining to the structure only. The material used in covering the structure such as Fabrics Leather, Vinyl, other Cover, or foam Filling are guaranteed by the supplier of the material. Sundown will only act in accordance with their instructions should a complaint arise.
- (b) This warranty is not transferable, it applies only to the consumer that purchased the product from the retailer invoiced by the manufacturer ("purchaser").
- (c) The manufacturer will remedy any bona-fide claim by either, in its sole discretion, repairing or replacing the product free of charge.
- (d) If inspection and testing finds no fault, the purchaser must pay the manufacturer's usual costs of service work, evaluation and testing.
- (e) 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.
- (f) 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.
- (g) 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 is delivered to the nominated location.
- (h) Transit damage must be claimed within seven (7) weekdays of receipt.
- (i) Freight costs for warranty claims will be borne by the purchaser from the nominated point of delivery. The manufacturer will only be responsible for return freight from the original delivery point.
- (j) 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".
- (k) 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.
- (l) 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.
- (m) This warranty does not extend to chips, scratches or marks occurring in timber.
- (n) This warranty does not extend to products which are intended for commercial use, unless agreed in writing by Sundown Furniture.
- (o) **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.
 - vii. **COLOUR MATCHING** - The manufacturer cannot guarantee colour matching with products not manufactured by it.
- (p) A minimum service call charge of \$110.00 will apply where the manufacturer is requested to attend to works or repairs that are not covered by this warranty.
- (q) The manufacturer makes no express warranties or representations other than set out in this warranty.
- (r) 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.
- (s) 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). www.fiaa.com.au