

Warranty

That the product will be free of structural defects due to defective workmanship.

Specific Exclusions

The warranty does not cover:

- (i) Materials used in covering the product such as fabrics, leather, vinyl or other coverings nor the foam filling.

We will refer claims relevant to the coverings and the filling to the relevant fabric or filling manufacturer.

- (ii) In relation to timber furniture, specific exclusions are set out in item (e) of the Warranty Terms and Conditions.

Period of Warranty

Five (5) years from the day of purchase.

Conditions of Warranty

This Warranty is subject to and conditional upon:

- (i) Compliance with the Claims Procedure.
- (ii) The Warranty Terms and Conditions attached.

Party Providing Warranty

Sundown Furniture
23 - 31 Bliss Court Derrimut VIC 3030
Telephone: (03) 8368 2255
Email: sundown@sf.com.au
(Herein referred to as "the manufacture"/"we"/"us".)

Consumer Rights under Australian Consumer Law

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.

Warranty Claims Procedure:

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

1. You must contact your place of purchase (retailer) and provide a proof of purchase to register a claim.
2. The retailer will undertake a preliminary 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 which is the subject of the claim – preferably in electronic form. Whilst 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. Your confirmation that the product has not been damaged, incorrectly assembled, installed or operated, exposed to the elements, negligently treated, or misused.
3. A claim form, in the form attached, detailing the claim must be completed and lodged with the retailer.
4. The retailer will submit the claim form to us. You will be contacted by a representative in a timely manner.
5. You may be required to make the product available for inspection on a weekday (Mon – Fri) between 9am and 5pm at a location that we specify. This may be at your home or the retailers' showroom.
6. **The product must not be returned to us unless and until we authorise you in writing to do so after approval by an authorised officer of the manufacturer.**



Quality assured, care & warranty card



Factory: 23 - 31 Bliss Court, Derrimut, VIC 3030

Postal: P.O. Box 391, Sunshine, VIC 3020

Ph: (03) 8368 2255, Fax: (03) 8368 2277

E-mail: sundown@sf.com.au

Website: www.sundown.com.au

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, buffets, buffet & 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 with a selection of 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 Chairs are not available in leather/vinyl. Visit our website www.sundown.com.au or ask your retailer.

Timbers Used: Various sustainable and legally harvested timber used for our product including Vic Ash, Tassie Oak, Plantation Oak, Radiata Pine. 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.

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.** The shades of light bulbs would also make the product look different in colour.

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.

**** IN ORDER TO MAINTAIN EVEN COLOURING, IT IS HIGHLY RECOMMENDED THAT THE TABLE IS LEFT FULLY EXTENDED. FOR A PERIOD OF 30 DAYS ****

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.

(i) 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 a long period of time. **Arrange furniture out of direct sunlight.**

Use sun-screening drapes during intense sunlight hours, rotate furniture in place and room arrangement.

(ii) 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.

(iii) 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 with a clean soft damp cloth without rubbing the surface.**

(iv) Dust; Dust will scratch furniture if not removed correctly as it could cause microscopic scratches on your furniture surface.

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.

Cleaning instructions:

Do not dry dust! Always use a clean soft damp cloth. **Avoid coarse materials or fabrics.**

Remember to change dusting cloths frequently. A dirty cloth may scratch the surface.

“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 soft 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 fabric you must obtain the care instructions from the fabric supplier.



Warranty against Defects Claim Form

Date: ____ / ____ / ____

Retailer Name: _____
Address: _____
Suburb: _____ **State:** _____ **Postcode:** _____
Contact person: _____
Phone: (____) _____ - _____ **Fax:** (____) _____ - _____
Email: _____

Manufacturer's name: _____
Product name/model: _____
***Manufacturer's Invoice #** _____ **Invoice Date** ____ / ____ / ____

****Claim cannot proceed until above information is provided.***

Customer Name: _____
Address: _____
Suburb: _____ **State:** _____ **Postcode:** _____
Contact person: _____
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?*** ☐ 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

Warranty

- (a) The manufacturer warrants that the product will be free of structural defects caused by defective workmanship for a period of five (5) years from the date of purchase. This warranty does **not** extend to the material used in covering the product such as fabrics, leather, vinyl, other coverings or foam filling.

Exclusions

- (b) 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. any repairs, maintenance or service has been performed by an unqualified person.
- (c) This warranty does not extend to chips, scratches or marks on the timber.
- (d) This warranty does not extend to products which are intended for commercial use, unless agreed in writing by the manufacturer to extend the warranty.

Further Exclusions – Timber Furniture

- (e) The manufacturer discloses that there are particular issues relevant to timber furniture arising from the natural features of timber which results in finished products displaying different and individual characteristics. Furthermore, specific requests in the manufacture of products can compromise the manufacturer's ability to keep variations to a minimum. In the particular instance where unsealed products are requested, it is possible that surface checking, warping, staining and other similar problems will occur. Attached to this document are notes about timber products. These notes should be carefully read. The following defects are **not** covered by the warranty:
- i. RAW UNPOLISHED PRODUCT - Warranty claims relating to products ordered in raw unpolished finish will be limited to defective workmanship. Defects related to the raw finish, such as, surface checking, warping staining and such defects will not be covered by warranty.
 - ii. COLOUR CONSISTENCY – claims for inconsistent colour within any one piece of timber furniture will not be covered by the warranty.

Claims Process

- (f) The Purchaser must complete a Claim Form with the information set out in the attached Claim Form. The Purchaser must also follow the Warranty Claim Procedure which is also attached.

Repair or Replace

- (g) The Manufacturer's liability under this warranty is limited to repair or replacement of product and the manufacturer may, in its sole discretion, determine whether it repairs or replaces the product.
- (h) The manufacturer reserves the right to replace defective parts with parts and components of similar quality, grade and composition where and identical part or component is not available.
- (i) Products may be replaced by refurbished products of the same type. Refurbished parts may be used in the repair of products.

Delivery

- (j) The manufacturer will be responsible for delivery costs only if the product is considered to be manufacturing fault.

Service Charge

- (k) The Purchaser must pay the manufacturer's minimum service charge (\$110.00 inclusive of GST) if the manufacturer is requested to undertake an inspection pursuant to a warranty claim in circumstances where the warranty does not apply.

Disputes

- (l) If a dispute arises regarding a warranty, the dispute will be adjudicated by a recognised industry conciliator/ mediator. A list of approved industry conciliator/ mediators is available from the State Officers of the Australian Furniture Association Inc. (AFA) www.australianfurniture.org.au