

## LIMITED WARRANTY AND LIABILITY

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 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.

All new Spooked Kooks boards are warranted to be free of defects in materials and workmanship for a period of thirty (30) days from the date of purchase, subject to the terms and conditions of this limited warranty below.

This limited warranty is extended only to the customer who originally purchased the board and does not extend to any subsequent owner or other transferee of the board, regardless of whether the board is transferred during the term of this limited warranty.

Proof of purchase is required for all claims under this limited warranty. If it is determined upon inspection by Spooked Kooks that the board is affected by a material or workmanship defect, then the board will be repaired, or replaced with like product, at our sole discretion. No monetary refunds or exchanges for any product other than a Spooked Kooks board will be made.

All Spooked Kooks boards used for commercial purposes (such as boards for hire/rent and/or surf schools) are not covered under this limited warranty, or otherwise warranted for any period of time.

The modification of any Spooked Kooks board by installation of any third party products (such as fin systems, tether mount systems, deck grips and/or mounts on the board), and/or any drilling or cutting into, and/or affixing objects to the board voids this limited warranty.

Although the highest quality materials are used to make Spooked Kooks boards and accessories, and they are manufactured to the highest standards in the industry, due to the nature of surfing, we cannot warrant against any damage to, or breakage of, a board caused or incurred during its use, even if such damage or breakage falls within the thirty (30) day limited warranty period. Specifically, damage to any Spooked Kooks board resulting from wear and tear, misuse, negligence, prolonged exposure to the sun, heat or elements, or simply caused during use of the board, including but not limited to boards that are broken, creased, snapped, punctured, scraped, compressed, dented, crushed, delaminated, fins and fin systems or tether systems that are broken or damaged, or any other damage or breakage of any kind that is not caused by a manufacturing or materials fault or defect, is not covered under this limited warranty.

We reserve the right of final determination of any claim under this limited warranty in our sole discretion. If the board is affected by a defect in materials and/or workmanship, we will decide whether to: repair the product; exchange the product with an equivalent product; or refund the purchase price. If a product is replaced, the replacement product automatically becomes the customer's property and the replaced product becomes our property. If a refund is provided to the customer, the product becomes our property.

If it is determined by us that the product is not faulty or affected by a defect, then all costs associated with returning the product will be worn by the customer. We will seek the customer's permission to charge this cost to the customer's credit card where possible.

Failing this, the board will be returned by Australia Post or different shipper COD freight collected. We also reserve the right to charge the costs associated with any labour involved in examining the product where no fault or defect was found by us. All warranties are voided if returned product is found in any way to be mishandled, modified, tampered, abused, or otherwise physically damaged by the customer or a third party. The customer is responsible for any shipping and insurance cost involved in sending the warranty claim goods to us. We are not responsible for any parcel that is lost in transit to us or on its return to the customer.

Claims under this limited warranty should be made to Spooked Kooks, 302 Bondi Road, Bondi, Sydney, New South Wales, Australia, and initiated by contacting us by email at [info@spookedkooks.com](mailto:info@spookedkooks.com) and by phone at +61 420 991 234. Emails must include a detailed explanation of the issue along with high resolution photographs of the entire board or other product and of any specific area(s) where a defect may be present. Customers must also attach a copy of the original receipt with their initiating email and with any product that is returned to us.

Surfing can be dangerous and accidents may occur. Do not use a Spooked Kooks board: as a safety or life saving device, if you are not a confident swimmer, or in any waters which are dangerous or in which you are unable to swim safely. Adult supervision is strongly recommended for use of a Spooked Kooks board by any persons under the age of sixteen (16). While Spooked Kooks boards are designed to be a safer alternative to traditional hardtop surfboards, the risks of using this board include, but are not limited to, drowning or injury by collision. The user assumes the risk of personal injury, property damage, or other loss resulting from the use of this board. The purchaser, user and/or their successors, executors and/or assignees of the board agree/s to release and hold harmless Spooked Kooks and any owners, employees, directors, subsidiaries, related companies, distributors and/or agents of Spooked Kooks, including but not limited to retailers of the Spooked Kooks board, from any liability, claims, causes of action, and demands of any kind arising from or out of the use of the board where such use results in death, bodily injury, or property damage. The user is exclusively responsible for his or her own safety and the risks associated with using the board.

This warranty, and all claims relating to or arising out of this warranty, shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

If you have any questions or concerns, please do not hesitate to contact us at [info@spookedkooks.com](mailto:info@spookedkooks.com).