

Beyonda Pty Ltd: Manufacturer's Warranty Terms

Last updated: 29 October 2023

1. General

- 1.1. This Warranty (**Warranty**) applies only to Applicable Purchases from Beyonda Pty Ltd trading as Easterly (ACN 648 021 916) including its successors, assignees and related bodies corporate (defined in the *Corporations Act 2001* (Cth)) (**Easterly** or **we** or **us**).
- 1.2. This Warranty is to be read in conjunction with our Terms and Conditions, Returns Policy, Shipping Policy and Privacy Policy (**Terms**) and any capitalised terms not defined in this Warranty are defined in these ancillary Terms. You agree to comply with all Terms when accessing or using our Services, including this Warranty.
- 1.3. This Warranty is not intended to replace or exclude any rights that cannot be excluded or replaced and are available to you under the Schedule 2 of the *Consumer and Competition Act 2010* (Cth) (**Australian Consumer Law** or **ACL**).
- 1.4. **Applicable Purchase** means a product which was manufactured by or on behalf of Easterly and was sold by Easterly.

2. Consumer Guarantees

- 2.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- 2.2. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
- 2.3. 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 in accordance with our Returns Policy.
- 2.4. Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law and other Australian laws. This Warranty gives you additional protection for the specific Goods and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions in this Warranty.

3. What is covered

- 3.1. We warrant that your new product will be free from defects in materials and workmanship for 12 months from date of purchase.

4. Warranty Period

- 4.1. The period during which this Warranty will be valid is 12 months from the date of purchase, as specified in the clauses below.
- 4.2. In all Applicable Purchases, the commencement date for the warranty period is the actual day of purchase, as reflected on the invoice/receipt.

- 4.3. This Warranty will only be provided to purchases made to a delivery address or Customer residing in Australia.

5. Making a claim

- 5.1. In order for you to be entitled to make a claim under this Warranty you must, within the specified warranty period for the Applicable Purchase:
- (a) provide proof of purchase of the Applicable Purchase being the legible and unmodified, which clearly indicates the name and address of the original supplier, the date and place of purchase, the Applicable Purchase name or other product serial numbers;
 - (b) provide us with your name, phone number;
 - (c) details of the defect or damage in relation to which you are making a claim under the Warranty;
 - (d) photographic evidence of the defect or damage, where applicable; and
 - (e) any other details we may need to process your claim.
- 5.2. If, following receipt of a claim under this Warranty, Easterly determined that your claim in respect of an Applicable Purchase is valid (having regard to the terms and conditions of this Warranty), and if the Applicable Purchase can be repaired, Easterly will either repair the Applicable Purchase or pay you for the cost of a repair of the Applicable Purchase, or replace the Applicable Purchase with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and with regard to Easterly's statutory obligations and at no cost to you.
- 5.3. If you are entitled to make a claim under this Warranty, Easterly will provide you with instructions as to how the Applicable Purchase may be returned to us at our expense. Unless otherwise provided by law, you will bear any other costs incurred in making a claim under this warranty.
- 5.4. If Easterly provides you with either a replacement or refund, you immediately transfer ownership in the original Applicable Purchase to Easterly.
- 5.5. If, following receipt of a claim under this Warranty, Easterly or its agent determines that your claim in respect of an Applicable Purchase is invalid, Easterly may charge you for any labour or shipping costs incurred by Easterly or its agent in assessing your claim.

6. Exclusions

- 6.1. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Consumer Law and which are not expressly included in this Warranty as additional warranties or conditions are excluded.
- 6.2.** Where an item is damaged through your own misuse, we cannot provide a refund, exchange or repair.
- 6.3. This Warranty does not cover, to the extent permitted by law:
- (a) defects, damage or malfunctions of the Applicable Purchase resulting from abnormal use of the Applicable Purchase including use of the Applicable

Purchase other than in its normal and customary manner or where misapplied, wilful damage and vandalism, negligent use, accident, natural disaster, neglect;

- (b) normal wear and tear;
- (c) an act by you that causes the Applicable Purchase to become of unacceptable quality;
- (d) damage caused by vermin, foreign matter (including dust, dirt, moisture etc), or any other act or circumstance beyond Easterly's control;
- (e) exposure to excessive heat, moisture or dampness;
- (f) exposure to corrosive conditions; or
- (g) modification or other work carried out on the Applicable Purchase not approved by Easterly (including customising the Applicable Purchase for your use);

7. Termination

- 7.1. Without prejudice to any other remedies, Easterly may in its absolute discretion, at any time and without notice to you terminate this Warranty. All Applicable Purchases made prior to termination of this Warranty will still be honoured.
- 7.2. To the maximum extent permitted by law, Easterly will not be liable to you for any further loss or damage you suffer because Easterly has exercised its rights under this clause or this Warranty.

8. Amendments and correction of errors

- 8.1. Easterly reserves the right to amend the Warranty published on our website from time to time as it sees fit. Any amendments or changes to this Warranty will be effective after the date on which the amended terms are published. The amended terms will not apply to Orders placed prior to the publication of any varied terms.
- 8.2. It is your responsibility to keep up to date with any changes or amendments to this Warranty by checking this page, which contains our most accurate and up to date version of our Warranty.
- 8.3. Easterly reserves the right to amend any errors in the Warranty amend any information, at any time without notice to you.

9. Contact Us

- 9.1. If you have any enquiries regarding this Warranty, you may contact our customer service team:
 - (a) by e-mail at hello@easterly.au or
 - (b) by letter to PO Box 170, Byron Bay, NSW, 2481.

10. General

- 10.1. **Waiver:** Any failure or delay by Easterly in exercising a power or right (either wholly or partially) in relation to this Warranty does not operate as a waiver or prevent Easterly from exercising that power or right or any other power or right. We

are not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right. This clause survives termination of this Warranty.

- 10.2. **Force majeure:** If we are unable to perform in whole or in part, any obligation under this Warranty as a result of any fact, circumstance or matter beyond our control, we are relieved of that obligation to the extent and for the period that it we are unable to perform the obligation. You agree that Easterly will not be held liable for any delay or failure in performance of any part of this Warranty.
- 10.3. **Severability:** If any part of this Warranty is determined to be by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from the Warranty. Such invalidity does not affect the validity of the remaining provisions of this Warranty. This clause survives termination of this Warranty.
- 10.4. **Relationship:** These terms do not confer an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Easterly and you or any other party unless expressly stated otherwise.
- 10.5. **Entire agreement:** This Warranty (and all other terms and conditions and policies that are incorporated by this Warranty) and any additional policies or terms you have agreed to through use or access of our Services make up the entire agreement, and supersede all prior written and oral agreements, representations, undertakings and understandings. Where there is an inconsistency between this Warranty and any additional terms, the additional terms will prevail. This clause survives termination of this Warranty.
- 10.6. **Jurisdiction:** This Warranty is governed by the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and its appellate courts. Although the Services may be accessed throughout Australia and overseas, we make no representations or warranties that its content, or the Services, comply with the laws (including intellectual property laws) of any country outside Australia. If you access the Services from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of this Warranty.