

WARRANTY AGAINST DEFECTS

Trendline Pty Ltd ATF The Trust For R & S Rowland Family Trust T/A Nextrend Hospitality Furniture and its successors and assigns ("Nextrend") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in the Goods supplied by Nextrend which becomes apparent and is reported to Nextrend in accordance to clause 4.1 ("Defect").
- 1.2 The conditions applicable to the warranty given by clause 4.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Goods or to follow any instructions or guidelines provided by Nextrend; or
 - (ii) the Customer using the Goods for any purpose other than that for which they were designed; or
 - (iii) the continued use of any Goods after any defect becomes apparent; or
 - (iv) deliberate misuse, negligence, over exposure to heat, cleaning, or incorrect application, accidental or consequential loss or damage to the Client or any third party; or
 - (v) wrinkles of upholstery formed overtime with age and usage; or
 - (vi) fading or deterioration of surfaces formed overtime with age and application; or
 - (vii) rust or corrosion of surfaces formed overtime with age and application; or
 - (viii) scratches, scuffs, pen damage, dents; or
 - (ix) fair wear and tear, any accident or act of God.
 - (b) in respect of all claims Nextrend shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim; and
 - (c) the warranty shall cease and Nextrend shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Nextrend's consent.
- 1.3 Warranties supplied by Nextrend apply to the structure of the product only where Goods are deemed unsafe or cannot be used for their intended purpose. Wear and tear of the finish is not warranted.
- 1.4 For Goods not supplied by Nextrend (including fabric), the warranty shall be the current warranty provided by the manufacturer of the Goods. Nextrend shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the Goods.
- 1.5 In the event that:
 - (a) the manufacturer's goods or fabric are deemed to be faulty Nextrend reserves the right to halt the commencement for replacement goods or fabric until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the goods or fabric; and
 - (b) Nextrend will charge for the labour to replace the fabric onto the Customer's furniture.

2 WHAT NEXTREND WILL DO TO HONOUR THE WARRANTY

- 2.1 Nextrend will repair the Defect but will be limited to supply only the replacement or repaired faulty components or Goods.
- 2.2 All warranty claims will not be considered without the full examination of Goods claimed to be defective along with any associated Goods deemed necessary to make a proper and accurate diagnosis.
- 2.3 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works includes any disassembling and reassembling required in order to assess or rectify the defect.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
 - (a) present the defective Goods/Services to Nextrend for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by Nextrend.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.4 The Customer acknowledges and accepts that all warranty claims will be dealt with by Nextrend during the normal hours, Monday-Friday. In the event that Nextrend is required to provide the Services urgently, that may require Nextrend's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then Nextrend reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between Nextrend and the Customer.

4 DURATION OF WARRANTY

- 4.1 This extended warranty will cease from the date that is listed beyond twelve (12) months after the Customer takes delivery of the Goods/Services in accordance with clause 12 of the Terms and Conditions of Trade and is subject to compensation only.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, Nextrend will have no liability to the Customer under this Warranty Against Defects and the Customer releases Nextrend from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 Nextrend is responsible for the costs directly associated with repairing the Defect only or replacing the defected parts only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.
- 5.3 Nextrend shall not be held responsible for:
- (a) costs of a job where defected parts are only part of the job;
 - (b) assembly where work has been undertaken by others outside of Nextrend, or for a job where parts and furniture were used that were not supplied by Nextrend. In such cases, Nextrend will take responsibility for replacing Nextrend's supplied products only.
- 5.4 Nextrend reserves the right to offset the value of a warranty claim if it deems that the Customer has had significant value in the proper usage of the products between the date of the sale and the date of the warranty claim.
- 5.5 Prior to approving a warranty claim, a Nextrend member must undertake an inspection of the products affected by the warranty claim. In some circumstances, Nextrend may choose to approve a warranty claim based on images only.
- 5.6 Where Nextrend is replacing products in a warranty claim, and the cost of the replacement products is more than the cost of the original products, Nextrend reserves the right to charge the difference in the value before supplying the replacement parts.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 Nextrend's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.3 In the event that the Goods/Services are deemed defective (or part of them), the Customer is entitled to (within a reasonable time):
- (a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
 - (b) a refund if Nextrend is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
 - (c) resupply or fix a problem with Services (or part of them); and
 - (d) in the event of a **major failure** with the Goods/Services, the Customer shall be entitled to:
 - (i) **Goods** - a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
 - (ii) **Services** - cancel the Customer's Service Contract with Nextrend and a refund for the unused portion or compensation for its reduced value.

WARRANTY CLAIM FORM

Warranty Providers Name:

Trendline Pty Ltd ATF The Trust For R & S Rowland Family Trust T/A Nextrend
Hospitality Furniture

ABN: 79 866 051 246 • ACN: 129 529 442

Warranty Providers Address:

8 Phoebe Crescent, Kensington QLD 4670

Customer:

Contact No.

**Description of Goods/Services
provided:**

Receipt enclosed:
(tick box)

☐

Yes

☐

No

Receipt No:

**Description of defects (Give as
much detail as possible. Use a
separate page if required):**

Date of purchase/Goods provided:

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:

Name (please print):

Dated:

[Please note, the issue or completion of this form by the Customer does not constitute an admission of liability by Nextrend]