

ÉTOILE

WARRANTY INFORMATION

For peace of mind, we offer a warranty on some of our products. We set out below what products our warranty applies to, and all the information you need to know about making a claim. If you have any questions for us about our warranty, please reach out using the contact details below.

Who is this Warranty Between?

This warranty is between Etoile Collective Pty Ltd ABN 64 623 761 688 (**we, us or our**) and you, the person or entity that has purchased products from us (as specified below). This warranty is incorporated in and forms part of our terms and conditions available [here](#).

Your Consumer Law Rights

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.

The benefits given to you under this warranty are in addition to, and do not limit or derogate, your rights and remedies at law in relation to any products you have purchased from us, including under the Australian Consumer Law within the *Competition and Consumer Act 2010* (Cth).

Consumer guarantees (under the Australian Consumer Law) have no set time limit but generally last for an amount of time that is reasonable to expect, given factors such as the cost and quality of the goods or any representations made. Full details of your consumer rights, including what is considered a major failure, may be found at www.consumerlaw.gov.au.

When This Warranty Applies

If during the Warranty Period, there is a fault or defect in the functionality of a Product as a result of our default (**Defect**), then we will use our best endeavours to remedy the Defect at our cost.

What Products our Warranty Applies to

Our warranty applies to the following ranges of products:

Product	Warranty Period (commencing on the date of purchase)	Specific Exclusions (in addition to the general exclusions set out later in this document)
Furniture Range (including vanity tables, drawers and chairs)	5 years	Cosmetic blemishes as a result of fair wear and tear.
Hollywood and Crystal Vanity Mirrors	5 years	Cosmetic blemishes as a result of fair wear and tear.

Beauty Case Range	2 years	Our warranty is limited to defective zippers.
Lighting Range	2 years	Cosmetic blemishes as a result of fair wear and tear.

How to Claim Under our Warranty

To make a claim under this warranty, you must notify us by email as soon as you become aware of the Defect, and in any event, within 14 days of when you become aware of the Defect, and include the following information in your email:

- your order number;
- if you are making a claim for a vanity mirror, a photograph of the sticker on the Product with the relevant batch number;
- a description of the issue; and
- a photograph or video (required for some issues such as light flickering) so that we can see the Defect.

You must work with our support team and provide any other information we reasonably require to assess your claim, including so that we can clearly diagnose the Defect from your photographs or videos. We will notify you of our determination as to whether your claim is valid under this warranty and any determination we make will be final and binding.

If your Claim under our Warranty is Successful

Subject to your rights and remedies under the Australian Consumer law, if we determine your claim under this warranty is successful, we may, in our discretion, elect to:

- repair or replace your Product; or
- to issue a full or partial refund to you with respect to any amount paid,

for the Defective part (or all) of your Product, which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect.

If any materials, parts or features required to facilitate any repair or replacement are unavailable or no longer in production, or your model of Product is no longer available or in production, we will either use our best endeavours to repair the Product using appropriate equivalent materials, parts or features, replace the Product with an appropriate equivalent model or provide you with a full or partial refund, as required, and as determined by us in our sole discretion. If the defective part of the Product is not essential to the functionality of the Product, for example a power port stops working on a mirror, then we may issue a partial refund to you.

This warranty only sets out the Warranty Period within which we will offer you a repair, refund or replacement. Your rights under the Australian Consumer Law may extend beyond the Warranty Period.

Returns and Delivery Costs

Subject to your Australian Consumer Law rights, if you make a claim under a warranty and need to return a Product to us, it is your responsibility to disassemble the Product and box it up to return to us.

If we determine, using the photographs or videos provided by you, that you have a valid warranty claim, then we will provide you with a return label and cover the costs associated with returning the Products to us. If we cannot clearly see the Defect via the photographs or videos you submitted as part of your claim (or you do not provide any), then you will be responsible for return shipping costs so that we can identify if there is a Defect.

Exclusions From our Warranty

To the maximum extent permitted by law, this warranty does not cover, and we will have no liability, and you waive and release us from any liability (under this warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:

- exclusions specifically listed in the above table;
- act or omission, accident, improper cleaning, improper assembly, transportation or negligence by you or any third party not engaged by us (including any third party installer of your Product);
- cosmetic changes that occur overtime;
- failure on your part to follow any instructions or guidelines (including any manual) provided by us or the manufacturer in relation to your Product, including the placing of any mirrors in wet environments such as bathrooms;
- use of your Product otherwise than for any application or use specified by us or the manufacturer;
- reasonable wear and tear of your Product including fading, loss of colour or deterioration (of the whole Product or its components);
- continued use of your Product (where such use is not reasonable) after any Defect in your Product becomes apparent or would have become apparent to a reasonably prudent person;
- failure by you to notify us of any Defect in your Product within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
- act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control);
- repair, replacement, maintenance, or otherwise compromise of the Product by you or any person other than us or the manufacturer; or
- damage caused by exposing the products to the sun, extreme heat or cold, or chemicals / agents that are known to damage the finish of the Product.

General

Delays: We will have no liability, and you waive and release us from any liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this warranty, or in assessing any claim made by you under or in relation to this warranty.

No third party reliance: The benefit of this warranty is for you only, and no other person or third party can rely on or make a claim under this warranty. For the avoidance of doubt, if you resell the product, this warranty will be void.

No assignment or transfer: This warranty or the benefit under this warranty cannot be assigned or transferred to any other person or third party.

Severance: If any provision (or part of it) under this warranty is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or

valid. If a provision (or part of it) under this warranty cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this warranty and the remaining provisions (and remaining part of the provision) of this warranty are valid and enforceable.

Jurisdiction and applicable law: This warranty is only valid and enforceable in Australia and is governed by the laws of Victoria and the Commonwealth of Australia. Each party to this warranty irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

What are our Contact Details?

Etoile Collective Pty Ltd ABN 64 623 761 688

PO Box, 3036, Cotham, VIC 3101

support@etoilecollective.com.au