

# TINY TOWER 12 MONTH FULL WARRANTY

## TERMS AND CONDITIONS

### General Information

The Big Tiny Co Pty Ltd ACN 602 434 588 of Level 1, 125 York St, Sydney, New South Wales Australia 2021 (**The Big Tiny Co, us or we**) provide a Full Warranty (**Warranty**) in relation to all Tiny Tower products (**Tiny Tower or Products**) subject to these Terms and Conditions (**Warranty Terms**) for a period of 12 months from the date of purchase (**Warranty Period**).

If you have any questions about your Warranty which you can't answer from these Warranty Terms (sorry our lawyers made them so long) please reach out to The Big Tiny team, we don't bite we promise!

### Warranty Coverage

The Big Tiny Co warrants that your Tiny Tower is of acceptable quality and does not have a latent fault or defect. If your Product is defective on arrival or a defect appears during the Warranty Period then subject to the provisions of these Warranty Terms, we will provide you with a remedy (and our apologies!).

This Warranty applies to all purchases of Tiny Tower genuine Products worldwide (although the Warranty claim must be made through our Australian office).

### Warranty Period

Our Warranty is for a period of 12 months.

The commencement date for your Warranty is the actual day of purchase, as reflected on the invoice/receipt provided to you at the time of purchase. For this reason, you must keep your invoice/receipt as proof of your purchase. Unfortunately, as generous as we are we just can't accept Warranty claims without a valid invoice/receipt - so keep it handy (and photocopy it to prevent it fading!). This doesn't restrict your statutory rights.

### Making a Warranty Claim

If you consider that your Product is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.

To make a claim under this Warranty you should:

- Have your receipt/invoice for your purchase handy;
- Contact us by email [hello@tinytowerstand.com](mailto:hello@tinytowerstand.com)

Our team will then provide you with details on how to return your Product for Warranty assessment. The cost of returning your Product by post must be borne by you, however, in the event we deem your Warranty claim valid, we will refund your postage costs to you. You must make sure your Product is returned in its original carton or alternative suitable packaging. We won't accept responsibility for transit damage due to unsuitable packaging.

### What we do if your Tiny Tower is faulty

If, following receipt of a claim under this Warranty, we determine your Claim is valid:

- if Product can be repaired and the failure to comply with the Warranty is not a major failure, we will either repair the Product or replace it, at our discretion. Replacements will be for the same Product, or if it is not available, a Product of equal or greater value; OR
- if the Product cannot be repaired or the failure to comply with the Warranty is a major failure, we will replace your product or provide you with a refund, your choice!

If your claim under this Warranty is deemed not valid, we may charge you for any labour or transport costs incurred by us in assessing your claim.

### Can I transfer this Warranty?

If you are lucky enough to receive a Tiny Tower as a gift or in the event you purchased this from an individual or reseller, we will honour the Warranty for all subsequent owners of the Product. The transfer of the Warranty does not otherwise alter the Warranty Terms in any way.

## What this Warranty Doesn't Cover

This is the section where we tell you what isn't covered in this Warranty. We'd like to think we are pretty reasonable, and hopefully you are too - so if you drop your Tiny Tower off a building, sit on it or leave it out in the desert for 10 years please don't hit us up...

But seriously, read the following legal exclusions so you know what isn't covered.

- This Warranty does not cover loss caused by normal wear and tear, fire, water (liquid spillage or ingress) or theft.
- This Warranty does not cover damage caused by:
  - misuse or abusive use of the Product;
  - incorrect operation or not following the operation instructions (as stated in the instructions provided with your Product). This includes but is not limited to failing to use your Tiny Tower on a flat, clean surface, knocking, jolting or bumping your Tiny Tower, using your Tiny Tower in windy conditions;
  - failure to clean or improper cleaning of the Product;
  - adverse external conditions, acts of God, acts of terrorism, damage caused by any other act or circumstance beyond our control;
  - exposure to excessive heat, moisture or corrosive conditions;
  - exceeding the weight capacity or using your Tiny Tower with an incompatible laptop (including using your Tiny Tower with a laptop with screen size greater than 15" or a laptop which has additional accessories, a docking station, chargers, adaptors or other connections which may add weight and/or increase the likelihood of knocking or bumping your Tiny Tower); and/or
  - repair, modification or other work carried out on the Product, other than by us.
- This Warranty only applies to genuine Tiny Tower Products and will not apply where our markings, stickers or factory indicators are removed.
- To the extent permitted by law, this Warranty expressly excludes and The Big Tiny disclaims, any liability whatsoever for claims regarding loss or damage to any person or personal property, including consequential loss, howsoever caused arising out of a breach of this Warranty or your use or misuse of your Tiny Tower. This Warranty does not cover any loss or damage to your computer, including loss of data.

## Important Legal Stuff

In Australia, 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. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian laws.

In the United States, please note that this Warranty gives you specific legal rights and you may also have other rights which vary from State to State. In addition, some States do not allow the exclusion or limitation or incidental or consequential damages, so if you purchased this item in the United States, the limitations or exclusions in this Warranty may not apply to you.

This Warranty gives you additional protection for your Product, 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.

## Privacy

When you contact us, we collect your personal information for the purposes set out in our Privacy Policy, which is available on our website at <http://tinytowerstand.com/privacy-policy>.

Our Privacy Policy also explains how we collect, use, store and disclose your personal information (including our disclosure to overseas recipients), the consequences for you if we do not collect this information, and the way in which you can access and seek the correction of your personal information or complain about a breach of privacy law.

If you need any help, please email us at [hello@tinytowerstand.com](mailto:hello@tinytowerstand.com)