

PART 1 GENERAL

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 for 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.

This warranty gives you additional protection for your Hartman product, and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties, subject to the exclusions

I. COVERAGE AND APPLICATION

a) Hartman Pacific warrants that your Hartman product:

- is of merchantable quality
- does not have a latent defect

b) For the purpose of this warranty a "Hartman Product" is a leisure product which:

- was manufactured by or on behalf of Hartman Pacific; and
- is used in a normal domestic environment, not a commercial environment;
- is used within the recommended load rating of the individual product; and
- was sold by an Authorised Reseller or distributor of Hartman Products

II. WARRANTY PERIOD

a) The period for which this warranty is in effect will depend on the Hartman product to which it relates. However you may also have statutory rights outside these periods. In all cases the commencement date for the period is the actual date of purchase, as reflected on the Authorised Distributor or Reseller's invoice/receipt provided to you.

The period during which each Hartman Product which is the subject of this warranty is covered by this warranty is identified in Part 2 of this warranty

III. WARRANTY CLAIM

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

b) If you wish to make a claim under this warranty, you should:

- contact 1300 362 393
- visit the Authorised Distributor/Reseller where the Hartman Product was purchased

c) When you make a claim under this warranty it is essential that you provide a copy of your proof of purchase of the Hartman Product, whether in person, by email or by fax. A claim under this warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.

d) You will not be able to gain benefit from this warranty without making a claim.

e) If, following receipt of a claim under this warranty, Hartman Pacific or its agent determine that your claim in respect of a Hartman Product is valid (having regard to the terms of Part 2 of this warranty), Hartman Pacific or its agent will either repair the Hartman Product or, replace the Hartman Product with the same or similar product or refund you the cost of a replacement, in each case dependent on what is reasonable in the circumstances and at no cost to you. Hartman Pacific's preferred approach to resolving claims under this warranty is set out by product in the tables in Part 2 of this warranty, although each claim is assessed on its own merits. Any such resolution by Hartman Pacific of a claim under this warranty by you does not otherwise detract from any other statutory rights which you may have in the circumstances, including your right to

monetary compensation for a valid claim.

- f)** If, following receipt of a claim under this warranty, Hartman Pacific or its agent determine that your claim in respect of a Hartman Product is invalid, Hartman Pacific may charge you for any labour, parts or transport costs incurred by Hartman Pacific or its agent in assessing your claim.
- g)** This warranty is for an individual item, not a complete setting. Should the model or color no longer be available, Hartman Pacific will substitute with similar merchandise. Note that as outdoor furniture is a seasonal product, product ranges change regularly - Hartman Pacific cannot guarantee all ranges will be available in the future.
- h)** Spare parts are guaranteed to be available for at least 2 years from date of purchase.

IV WARRANTY EXCLUSIONS

- a)** This section identifies what is excluded under this warranty.
- b)** This Warranty does not extend to loss caused by normal wear and tear, fire, water, theft, vermin or insect infestation, natural disasters, hail and extreme temperature change.
- c)** This Warranty does not cover damage caused by:
 - misuse or abusive use of the Hartman Product
 - fading or damage due to general wear and tear
 - damage caused to the product as a result of failure to comply with installation or care and maintenance instructions
 - rusting of any steel components. Rusting of steel is considered to be in the nature of the material and can be avoided by touching up scratches, storing products undercover and avoiding damp or corrosive environments
 - failure to clean or improper cleaning of the product
 - use of non-authorized/non-standard parts or accessories
 - repair or other work carried out on the Hartman Product other than by authorized Hartman Pacific agents or service personnel.
- d)** This warranty does not cover Hartman Products purchased in an auction.
- e)** This warranty does not cover Hartman Products used outside their intended domestic scope.
- f)** Hartman Pacific guarantee Hartman Products will be of acceptable quality. However the guarantee of acceptable quality does not apply if the consumer:
 - uses the goods abnormally
 - causes the goods to become unacceptable
 - fails to take reasonable steps to avoid the quality becoming unacceptable
- g)** The Warranty does not apply in respect of any damage, including glass breakage and/or broken glass, caused to the product as a result of failure to comply with installation or care instructions provided.
- h)** Mould or mildew could occur if care and maintenance instructions are not followed and are therefore not covered by this Warranty

PART 2 WARRANTY PERIODS AND SPECIAL CONDITIONS

I. PARTS AND LABOUR WARRANTY

- a)** Unless specified, this Warranty covers corresponding costs for parts and labour which may be required to repair the Hartman Product, part or accessory if Hartman Pacific or its agent repair the item under this warranty.

II. WARRANTY BY PRODUCT TABLE

- a)** The table below in this sub-paragraph summarizes Hartman Pacific's preferred approach to resolving claims under Warranty, although each claim is assessed on its own merits. Please refer to Part 1, paragraph III e) for the range of Hartman Pacific's responses to a claim under this warranty in accordance with the table below. In some instances the appropriate response to the claim will differ from the approach listed below.

Product	Warranty Period	Special Warranty Conditions
<i>Furniture</i>		
Aluminium Frames	3 years	Structural warranty
Steel Frames	1 year	Structural warranty - Rusting is not covered
Slings, Wicker, Vinyl Straps	1 year	
Cushions	1 year	
Resin Products	1 year	
Powdercoat Finishes	1 year	
Glass Table Tops	6 months	Manufacturing faults or dead on arrival covered only
Steel Components	1 year	Rusting is not covered
Umbrellas	1 year	
<i>Heaters</i>		
Heater Units	1 year	
Heater Globes	3 month	
<i>Shed in a Box</i>	1 year	
<i>Pet Doors</i>	1 year	