

## Sebel Product Warranty Statement

**Sebel Pty Ltd ABN 55 621 106 312 (Sebel) warrants to the original purchaser (Purchaser) that all goods supplied by it (the Goods) will be free from defects for a period as specified for each category of Goods in Schedule 1 from the date of purchase (Warranty).**

1. Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of Sebel. If a replacement product is supplied, warranty remains based on the original date of dispatch from Sebel's control.

### Investigation of Claims

2. All Goods the subject of a claim under this Warranty must be returned to Sebel for evaluation before any warranty claim is approved unless advised by Sebel on an alternative course of action.
3. To make a warranty claim pursuant to this Warranty, the Purchaser must:
  - (a) notify Sebel within 7 days of the alleged defect first coming to the Purchaser's notice and within the warranty period;
  - (b) provide Sebel all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase. The original sales receipt is the Purchaser's best proof of purchase;
  - (c) provide evidence that the Product has been installed correctly and is used in accordance with the Sebel's instructions supplied with the Goods; and
  - (d) make the Product available for inspection by Sebel (which is at the Purchaser's cost), so that Sebel may carry out all necessary work with the Product.

### Conditions of Warranty

4. This Warranty extends only to:
  - (a) defects arising solely from faulty design, materials or workmanship under proper use of the Goods & operated in accordance with the supplied instructions; and
  - (b) Goods installed or operated by a suitably qualified and experienced person;
  - (c) Goods sold by Sebel or its authorised distributors or dealers.; and
  - (d) where the defects appear in the Goods within the warranty period.

### Exclusions to Warranty

5. This Warranty does not cover:
  - (a) unauthorised repairs, alteration, modification or substitution of any parts of the Goods, installation or use of the Goods not in accordance with the instructions supplied;

- (b) malfunction of Goods due to faulty installation or operation;
- (c) Goods that have their serial number or model number label removed or defaced;
- (d) Goods purchased:
  - (i) not from Sebel (such as purchases from unauthorised retailers and purchases over the internet, from local/international sellers or sites such as Ebay and Amazon),
  - (ii) not from an authorised dealer or distributor of Sebel.

In addition to the above, this Warranty DOES NOT cover the following:

- (e) Damage or defects to the product that ought reasonably to have been revealed to you by an examination of the product, where you conducted such an examination before acquiring the product; Normal wear and tear due to the course of normal use;
  - (f) Changes in surface finishes, including colourfastness, due to ageing or exposure to light; natural variations in wood grain; matching of colour, grain or texture, except within commercially acceptable standards.
  - (g) Any misuse, abuse or modification of the original product.
  - (h) Accidental damage or damage caused by an extra ordinary event or circumstance beyond your or anyone else's control including damage caused by:
    - (i) environmental factors;
    - (ii) natural discolouration of material due to ultraviolet light;
    - (iii) crushing, impact with hard surface or damage caused in the transit of the product;
    - (iv) foreign material, or exposure of the product to excessive heat or cold or to solvents, or water entry into the product;
    - (v) abnormal product performance caused by any ancillary product interference or other external factors.
6. Freight charges both ways associated with any claim under this Warranty are to be paid for by the Purchaser and Sebel accepts no liability for loss or damage to the Goods during transit.
7. Charges will apply for any non-warranty services performed.

### **Limitation of Liability**

8. The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'Sebel', 'You' means the 'Purchaser' and 'goods' means 'Goods':

*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.*

9. Notwithstanding the preceding clause and to the extent permissible by law, where the Goods are not of a kind ordinarily acquired for personal, domestic or household use, the liability of Sebel is limited, in relation to the Goods to:
  - (a) replacing the Goods or the supply of equivalent Goods;
  - (b) the repair of the Goods;
  - (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
  - (d) the payment of the cost of having the Goods repaired.
  
10. To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Sebel is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:
  - (a) any increased costs or expenses;
  - (b) any loss of profit, revenue, business, contracts or anticipated savings;
  - (c) any loss or expense resulting from a claim by a third party; or
  - (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Sebel's failure in complying with its obligations or the Purchaser's failure due to accident damage, impact, misuse or negligence.
  
11. The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

## Contact Details

12. To make a claim under this Warranty or to discuss the warranty service, please contact Sebel's technical support at the following address or phone number:

Sebel Customer Care Team  
**E: [warranty@sebelfurniture.com](mailto:warranty@sebelfurniture.com)**  
**A: 48 Airds Road, Minto, NSW 2566**  
**P: 02 9780 2222**

### SCHEDULE 1

Sebel Polypropylene Chairs (Postura Max / Postura Classic / Postura Plus / Integra)	20 Years <sup>1</sup>
Beam seating	5 Years
Intellect Wave / Strive / Maestro / Perry Chairs (non stack/fold or nesting)	15 Years
Learn 2	15 Years
KI Folding, Stacking and Nesting Chairs	10 years
Polyurethane Seats and Beam units	5 Years
Folding, Stacking and Nesting Chairs	10 years
Task Chairs	3 Years
Fixed Seating	5 Years
Recliners. Warranty does not include fabric. Please refer to the warranty listed below for Fabrics and upholstery.	5 Years
Soft Furnishings (including ottomans). Warranty does not include fabric. Please refer to the warranty listed below for fabrics and upholstery.	5 Years
Smart Softies. Warranty does not include fabric and castors. Please refer to the warranty listed below for fabrics, upholstery, and castors.	10 Years <sup>3</sup>
Stools	5 Years
Tables, Desks and Benches	10 Years <sup>2</sup>
Folding / Flip / Nesting tables	10 Years <sup>2</sup>
KI Desks	10 years
Cushpods / Beanbags	2 Years
Soft top seat Pads	1 Year
Fabric and upholstery	1 Year
Wood Veneers, decorative surfaces, laminates, glides, springs	1 Year
Mattresses, Castors, and other user-adjusted height mechanisms	1 Year

For products not listed in the above schedule or queries relating to warranties, please contact Sebel on 02 9780 2222.

<sup>1</sup> Please note: 20-year warranty is effective for purchases of products made from 20 August 2018. All products purchased prior to this date are eligible for a 10-year warranty which is the warranty that was available at the time of purchase.

<sup>2</sup> Please note: 10-year warranty on Tables, Desks and Benches excluding C Shape Laptop Table (3-year) is effective for purchases of products made from 1 February 2021. All products purchased prior to this date are eligible for a 5-year warranty which is the warranty that was available at the time of purchase.

<sup>3</sup> Please note: 10-year warranty on Smart Softies is effective for purchases of products made from 16 August 2021. 10-year warranty does not include fabrics, upholstery, and castors (1-year).