



LTR Commercial Furniture

## WARRANTY AGAINST DEFECTS

LTR Commercial Furniture Pty Ltd and its successors and assigns ("the Supplier") provides the following limited warranty against defects to:

("the Client")

### 1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in the Products which becomes apparent and is reported to the Supplier 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 Client to properly maintain any Products or to follow any instructions or guidelines provided by the Supplier; or
    - (ii) the Client using the Products for any purpose other than that for which they were designed; or
    - (iii) the continued use of any Products after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (iv) improper application or installation; or
    - (v) fair wear and tear, any accident or act of God.
  - (b) in respect of all claims the Supplier shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim; and
  - (c) the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.
- 1.3 For Products not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Products. The Supplier 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 Products.
- 1.4 In the event that the manufacturer's Products are deemed to be faulty, The Supplier reserves the right to halt the commencement for re-installation of replacement Products until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the re-installation of the Products.

### 2 WHAT THE SUPPLIER WILL DO TO HONOUR THE WARRANTY

- 2.1 The Supplier, LTR Commercial Furniture Pty Ltd warrants its Products to be free from defects for a periods of 3 and 5 years from date of delivery and will repair or replace faulty Products which have been used in the environment for which they were designed. It is at the sole discretion of LTR Commercial Furniture Pty Ltd that a repair or replacement will be issued. Warranties do not transfer to third parties or anyone other than those who purchased the Products from LTR Commercial Furniture Pty Ltd.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Client. Additional Works includes any Works which are not directly associated with the Products purchased from LTR Commercial Furniture Pty Ltd.
- 2.3 Refer to the information provided in clause 7 of this document for product group specific warranty information.

### 3 WHAT THE CLIENT MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Client will need to:
- (a) present the defective Products/Works to the Supplier 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 the Supplier.
- 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 Client acknowledges and accepts that all warranty claims will be dealt with by the Supplier during the normal hours, Monday-Friday. In the event that the Supplier is required to provide the Works urgently, that may require the Supplier's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then the Supplier reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between the Supplier and the Client.

### 4 DURATION OF WARRANTY

- 4.1 This warranty will cease on either 1, 3 or 5 years after the date in which the Client takes delivery of the Products/Works in accordance with clause 7 of the Terms and Conditions of Trade.

- 4.2 If a Defect does not materialise in the Products/Works prior to the date provided in clause 4.1, the Supplier will have no liability to the Client under this Warranty Against Defects and the Client releases the Supplier from all claims for loss or damage in any way connected with the Products/Works from that date.

## 5 RESPONSIBILITY FOR COSTS OF CLAIM

---

- 5.1 The Supplier is responsible for the costs directly associated with repairing the Defect 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 Client.

## 6 RIGHTS AT LAW

---

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

## 7 PRODUCT SPECIFIC WARRANTY INFORMATION

---

- 7.1 General Exclusions  
(a) damage caused through lighting, direct sunlight, water or heat.  
(b) failure from normal wear and tear  
(c) damage or staining caused to fabrics/leather/vinyl, finishes and surfaces  
(d) damage or product failure caused through the relocation or transporting of product not done or authorised by LTR Commercial Furniture Pty Ltd  
7.2 Variation In Colour  
(a) laminates, fabrics, PET products, stone, plastics, stainless steel and powder coats can have variations in colour which are not covered under warranty  
(b) timber veneer is a natural product and has variations in colour as well as other naturally formed textures and grains which are not covered under warranty  
7.3 Inclusions  
(a) All workstations including sit stand electric components are cover by our **5 year warranty**  
(b) Soft Wiring is covered by the manufactures **1 year warranty**  
(c) Loose Furniture, Tables, Lounges, Monitor Supports, Laminate Joinery including Caesarstone & 304 Stainless Steel are cover by our **5 year warranty**  
(d) Metal Storage is covered by our **3 year warranty**  
(e) Silent Rooms are covered by our **5 year warranty (Electrics are covered by our 1 year warranty)**

## 8 CARE AND MAINTENANCE INFORMATION

---

- 8.1 Upholstery (excludes leather)  
(a) Spot clean using a dampened soft cloth with warm water and if necessary natural soap mixed with warm water  
  
Leather  
(b) It is suggested that leather is cleaned by a professional cleaning service that specialise in cleaning leather  
  
Laminate  
(c) Clean using a dampened soft cloth with natural soap and warm water  
  
Glass  
(d) Clean using a soft cloth and glass cleaner  
  
Metal  
(e) Clean using a dampened soft cloth with natural soap and warm water  
  
8.2 Furniture with moving parts do not typically require maintenance but it is suggested that dust build up around the moving parts is removed annually using a dry cloth.

# WARRANTY CLAIM FORM

Warranty Providers Name:

LTR Commercial Furniture Pty Ltd

ABN: 94 638 167 236

Warranty Providers Address:

Client:

Contact No.

Description of Products/Works  
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/Products  
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 Client does not constitute an admission of liability by the Supplier]