

Kaboodle Warranty

DIY Resolutions Pty Ltd (“**DIY**”) is a leading supplier of kitchens and cabinetry in Australia and New Zealand. Our Kaboodle products are at the forefront of design, innovation and manufacture comprising the largest range of kitchens and cabinetry, colours and all of the bits and pieces you need to make your kitchen, bathroom and home perfect for you.

Subject to proof of purchase, DIY provides the following limited warranties to the original purchaser of Kaboodle products purchased and used in Australia and New Zealand only on the following terms and conditions:

Standard 10 Year Warranty

DIY warrants that it will, at its option, repair or replace any cabinet carcass, hinge and drawer runners, handles, doors and panels or laminate benchtops that suffer a failure due to a defect in the materials or manufacturing process within ten (10) years from the date of purchase.

The Standard 10 Year Warranty does not apply to a product's finish achieved, including any colour or shade selected and / or applied, by the customer and / or any third party in any Paint Your Own Doors (PYOD) offer. Please see our latest catalogue for more information about PYOD.

Standard 5 Year Warranty

DIY warrants that it will, at its option, repair or replace any wire baskets and inserts, waste bins or timber benchtops that suffer a failure due to a defect in the materials or manufacturing process within five (5) years from the date of purchase.

The Kaboodle Advantage*

If you install your Kaboodle product in a house which you own and is your principal place of residence, DIY will extend your warranty for as long as your Kaboodle product is installed in that house and you continue to own and maintain that house as your principal place of residence. That's the Kaboodle Advantage!

The Kaboodle Advantage applies only to cabinet carcasses that suffer a failure in its structural integrity due to a defect in the materials or manufacturing process.

Please note this warranty, including the Kaboodle Advantage, is not transferable or assignable.

For the warranty to apply

This warranty applies only to the original purchaser of Kaboodle products used for normal, personal, domestic and household purposes only.

The original purchaser may obtain the benefit of this warranty on the following conditions:

1. The Kaboodle product was purchased from an authorised Kaboodle retailer and was paid for in full;
2. The original purchaser is able to provide an acceptable form of proof of purchase;
3. The Kaboodle product was installed and is used in accordance with all supplied product information and instructions; and
4. DIY is notified within thirty (30) days of the alleged problem occurring.

DIY aims to rectify genuine warranty claims as a matter of priority. This is generally achieved by inspecting the product and determining the basis for the claim and by introducing immediate corrective action measures to prevent re-occurring problems. It is therefore essential that all warranty claims are promptly submitted to DIY within the thirty (30) day period of the alleged problem occurring as stated above.

This warranty represents the only warranty given by DIY and no other person or organisation is authorised to offer any alternative.

Exclusions and limitations

This warranty does NOT cover:

- Products without proof of purchase
- Products not purchased from an authorised Kaboodle retailer
- Products which have not been paid for in full
- Products which are resold or resupplied or constitute second hand goods
- Normal wear and tear
- Usage other than normal personal, domestic or household use
- Installation that is not in accordance with supplied installation instructions
- Defects which have been disclosed as a feature or limitation of the products in any literature published by DIY
- Variations in colour and shade
- Delamination
- General colour fading or discolouration or damage due to direct and indirect light (exposure to direct sunlight should be avoided)
- Slight variations or differences in the visual features of the products inherent within the manufacturing process.
- Accident, misuse, abuse, negligence, improper handling or failure to follow supplied care directions
- Exposure to excessive heat, moisture, ultra violet light or physical or chemical abuse (such as oven cleaners, floor and paint strippers and other harsh chemicals)
- Alteration, modification, repair or use of the product which is inconsistent with supplied product instructions
- Damage, problems or failure caused by acts of God, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civil insurrection, pests, vermin, insects, spiders or interference by foreign objects or matter affecting the product such as dirt, debris, soot or moisture
- Damage, problems or failure caused by extreme weather conditions, including, but not limited to, hail, salt, or other harsh substances
- Products which have been installed in a portable or mobile building, structure or application including, but not limited to, a caravan or boat
- Products which are re-installed at a location other than the original installation site
- Inadequate support in the structure to which the product is installed
- Repairs to products without the authorisation of DIY in writing

If your Kaboodle product has been discontinued, DIY may offer at its option a replacement with a similar Kaboodle product. DIY does not warrant that replacement will fit any existing fixtures or chattels, which include but is not limited to appliances and/or components, sinks, taps, dishwashers, ovens, stovetops, rangehoods, plumbing, electrical, flooring, windows, walls, ceilings and other cabinetry or furniture.

DIY does not warrant the removal, installation, deinstallation, reinstallation or set up costs or any other associated costs with a claim.

DIY does not warrant any consequential, incidental, direct or indirect loss, expense or damage suffered by you or any third party arising from or in relation to the use, installation, performance or failure of any Kaboodle product.

This warranty is not transferable or assignable.

How to claim

To make a claim under this warranty, you must provide a copy of your original proof of purchase and proof of installation to enable us to determine whether your Kaboodle product falls within the warranty and the relevant warranty periods. This will also help us determine whether the claim made is genuine

and is not based on any breach of warranty or any violations of the law, such as those involving lost, stolen, counterfeit or second hand goods.

The acceptable proof of purchase is a tax invoice or receipt that clearly itemises the product and shows the date and place of purchase and, if applicable, information pertaining to the installation of your Kaboodle product. As a strict condition, where there is no acceptable form of proof of purchase, DIY undertakes no responsibility to repair the product under warranty.

You will need to contact DIY during the applicable warranty period on the contact details provided below. To enable DIY to correctly identify and rectify the problem, please be ready to provide accurate details of your Kaboodle product and finish, date of purchase, date of installation, purchase details and a full description of the problem. Our customer service representatives will let you know what other information is required for processing your claim. Importantly, you will need to arrange with DIY inspection of your product as part of our assessment of your claim.

Please bear in mind, you will be responsible for all expenses involved in contacting DIY to make your claim under this warranty and DIY will bear the expenses of any inspection and processing of your claim.

By email at clr@austbrush.com.au

By telephone in Australia

1800 666 078

Monday to Friday

From 8:00am to 6:00pm AUEST

By post in Australia

Warranty Claims
DIY Resolutions Pty Ltd
P.O. Box 338
Somerton VIC 3062

By telephone in New Zealand

0800 522 663

Monday to Friday

From 8:00am to 5:00pm NZST

By post in New Zealand

Warranty Claims
P.O. Box 62-037
Sylvia Park Auckland 1644

*To make a claim under the Kaboodle Advantage warranty, you will also need to provide proof that the house in which the Kaboodle product is installed is your principal place of residence. This may include, for example, utility bills and council rate notices.

How DIY will fulfil warranty claims

DIY will honour all valid claims made under this warranty by either repairing or replacing (at DIY's option) your Kaboodle product.

You will be charged

You WILL BE CHARGED for work done or any service call(s) if:

- The problem is not covered by this warranty
- There is nothing wrong with the product
- You are unable to provide acceptable proof of purchase and decide to proceed with your claim

We strongly recommend that you read all instructions supplied upon purchase of your Kaboodle product before making a warranty claim.

Other rights

The benefits provided to you under this warranty are in addition to any other rights or remedies you may have as a consumer under any other law which applies to our products.

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.

For New Zealand purchasers, nothing in these terms of warranty is intended to limit the rights you may have under the Consumer Guarantees legislation. This legislation does not apply if the product is acquired for the purpose of a "business" as defined in the legislation.

Checklist to be completed and submitted to DIY when making a claim

Your name: _____

Your address: _____

Your telephone number: _____

Your authorised Kaboodle retailer: _____

Your authorised Kaboodle retailer's address: _____

Your authorised Kaboodle retailer's phone number: _____

Product model number (if applicable): _____

Product serial number (if applicable): _____

Date of installation: _____

Installed by: _____

Installer's address: _____

Have you provided a copy of your proof of purchase (please circle)? Yes / No

Provide a brief description of your claim, including the problem and when you found out about it:

Have you provided any photographs of the product (please circle)? Yes / No

Dated: _____ **Signed:** _____