

EXPRESS WARRANTY

Products sold by Baresque Australia Pty Limited - ABN 39 097 110 846 (Baresque) and its subsidiaries come with guarantees that cannot be excluded under Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Consumers 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.

In addition to all rights and remedies to which consumers may be entitled under Australian Consumer Law and any other relevant legislation, Baresque offers a further express warranty on the terms set out below (Express Warranty).

The benefits given to consumers by this Express Warranty are in addition to other rights and remedies that may be available under a law in relation to the products to which this Express Warranty relates.

This Express Warranty does not exclude, restrict or modify any such statutory rights or remedies.

Baresque warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship for the warranty periods specified below.

All products sold by Baresque are backed by our 2 year warranty, except as limited or described below:

WALLCOVERINGS COMMERCIAL

- 5 year warranty

XOREL

- 7 year warranty

ZINTRA ACOUSTIC PANELS

- 5 year warranty

Baresque will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible.

This Express Warranty covers the sale of Baresque products in all countries. Not all of the product lines are marketed by Baresque in all countries, and promotion does not imply an offer for sale of a product line in a particular place.

During the applicable warranty period, Baresque, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this Express Warranty which fails under normal use as a result of a defect in material or workmanship; Baresque will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This Express Warranty extends only to the original purchasers who acquire new product from Baresque, its subsidiaries, or its authorised resellers. Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, where a product has been purchased secondhand, Baresque will no longer be liable for claims against product warranties.

The warranty period starts from the date of invoice.

Subject to any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, and without excluding, restricting or modifying any such rights or remedies this document inclusively describes all of the warranties given and remedies available with respect to the Baresque's products and services. Baresque and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, Baresque does not warrant, and this Express Warranty does not cover any claim, damage, loss or expense arising out of or relating to:

- a. accident or vandalism;
- b. abuse, misuse, neglect or unapproved or abnormal use of the product, or damage or accident beyond the product's limitations (including but without limitation environmental conditions);
- c. installation contrary to the instructions provided by Baresque or manufacturer and good installation

practices;

- d. installation costs of incorrectly supplied or defective material
- e. defects caused by the materials on the surface to which the product is applied or affixed
- f. water damage including from steam or excessive moisture
- g. heat damage including damage consisting of cracks in and scorching of the product
- h. heavy weight or impact damage
- i. abnormal conditions of use, including use on surfaces subject to moisture infiltration or accumulation;
- j. mould or mildew;
- k. improper maintenance or failure to maintain;
- l. improper storage or handling
- m. use of incompatible adhesive, materials, tools or equipment; and
- n. design, installation or construction deficiencies of any kind or nature.

Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, Baresque does not warrant, and this Express Warranty does not apply in the case of:

- a. colour variation within commercial tolerance when compared to samples supplied or within material delivered
- b. natural variations in wood grain or figure or the presence of character marks;
- c. changes in surface finishes due to aging or exposure to light or smoke, or changes in environmental conditions, including exposure to sudden or frequent changes in temperature or humidity;
- d. marks, scars, or wrinkles occurring naturally in leather;
- e. veins, marks, voids, fissures, or cracks found naturally in stone or concrete;
- f. failure resulting from normal wear and tear;
- g. the matching of colours, grains, or textures of natural materials;
- h. the colourfastness or the matching of colours of textiles, including an exact match to cuttings, samples, or to swatch cards;
- i. damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight; or
- j. discolouration of textiles due to soiling, stains, or dye transfer from clothing including denim

Baresque tests customer supplied items for manufacturing quality only and, without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, does not provide any warranty with regard to these materials.

Baresque does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Baresque's products meet the requirements of national and specific local codes as stated in the website and other written publications.

TO THE EXTENT ALLOWED BY LAW AND WITHOUT EXCLUDING, RESTRICTING OR MODIFYING THE APPLICATION OR EXERCISE OF ANY RIGHT OR REMEDY TO WHICH YOU MAY BE ENTITLED UNDER AUSTRALIAN CONSUMER LAW OR ANY LIABILITY OF BARESQUE IN RELATION TO A FAILURE TO COMPLY WITH A GUARANTEE THAT APPLIES UNDER AUSTRALIAN CONSUMER LAW TO A SUPPLY OF GOODS OR SERVICES, ANY IMPLIED WARRANTIES ARE DISCLAIMED AND, TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY.

UNLESS REQUIRED BY THE AUSTRALIAN CONSUMER LAW OR OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, BARESQUE SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Except as stated above, Baresque will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products. Nothing contained herein will or will be considered to exclude, restrict or modify the application or exercise of any right or remedy to which a consumer may be entitled under the Australian Consumer Law, nor any liability on Baresque's part in relation to a failure to comply with a guarantee that applies under the Australian Consumer Law to a supply of goods or services or for death or personal injury resulting from negligence.

WARRANTY CLAIM PROCESS

To make a warranty claim please ensure you have the following information:

- a. Proof of purchase (copy of invoice, point of sale receipt or sales order);
- b. Image and description of fault;
- c. Address where the product is currently located; and
- d. Contact details of the claimant (must correspond to the purchaser's details).

Then please contact Baresque on 1300 306 399 or via email at info@baresque.com.au with the details of warranty claim. Baresque will usually respond within two (2) working days. Given the nature of the products sold and location of our manufacturing partners, warranty claims are usually finalised within 30 days if the products or parts are located in Australia. However if the product requires repair using parts that need to be sourced internationally or the product needs to be replaced, this could take up to 3 months.

Note that the customer is responsible for the cost of delivering the product to Baresque and picking it up once the warranty process is complete. If the warranty claim is approved by Baresque, the costs of providing the remedies as set out in this Express Warranty will be covered by Baresque.

Effective 01 October 2022

For more information about our products and services please
call 1300 306 399 or
visit us at www.baresque.com.au

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