



Karo Australia Pty Ltd

Product Warranty

This document sets out the terms and conditions of product warranties for Karo branded products (gaming stools and casino seating) sold in Australia.

1. *In this warranty*
 - a) 'Karo' means Karo Australia Pty Ltd ABN 99 110 293 822
 - b) 'you' means the original purchaser of the product.
 - c) 'Warranty period' means the period of 7 years (84 months) or as specified in clause (5) below, following the date of original purchase of the product as shown on the original invoice issued by Karo.
2. This warranty only applies to Karo products sold and used in Australia
3. Karo warrants that, when dispatched from a Karo warehouse, the product is free from defects in materials and workmanship for the warranty period.
4. During the warranty period, Karo or its authorised service agent will, at no extra charge and subject to these terms and conditions, repair or replace any part which it considers to be defective. You agree that any replaced parts become the property of Karo.
5. All swivel mechanisms and upholstery coverings (fabrics and vinyl), used in our products are not covered by this warranty and are only covered by the original manufacturer's warranties, namely 12 months.
6. Proof of purchase is required before you can make a claim under this warranty.
7. You may not make a claim under this warranty unless the defect claimed is due to faulty or defective parts or workmanship. Karo is not liable for the following situations (this list is not exhaustive):
 - a) The product is damaged by:
 - i) accident
 - ii) neglect, misuse or abuse, including failure to properly maintain and service the product.
 - iii) normal wear and tear
 - b) The product is modified without authority from Karo in writing
 - c) The product was serviced or repaired by anyone other than Karo or its authorised service agent
 - d) Damage from earthquakes, fire, floods, or other acts of God.
8. This warranty, the contract to which it relates and the relationship between you and Karo are governed by the law applicable in the Australian State where the product was purchased.
9. Any faulty products claimed under this warranty must be returned to Karo at the address shown below together with a copy of the original invoice showing the date of purchase.
10. Any costs incurred by the purchaser in returning a faulty product to Karo under this warranty, will be for the purchaser's account. Any costs incurred by Karo to return a repaired or replaced product to the purchaser, will be borne by Karo provided that the claim is a legitimate warranty claim as defined in (7) above. Should it be found that the returned goods are not covered by this warranty, the purchaser will then be liable for any costs associated with sending the goods back to the purchaser
11. Karo will not be liable for any loss or damage whether direct or indirect or consequential arising from your purchase or use of the product.
12. Karo excludes all warranties other than those contained in this document
13. To the extent permitted by law, the liability of Karo (if any) arising out of or in relation to the product or any service supplied by Karo, shall be limited (where it is fair and reasonable to do so), to the replacement or repair of the product or the supply of an equivalent product. All replacement parts and /or products become the property of Karo.
14. 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

Privacy.

15. You acknowledge that in the event that you make a warranty claim it may be necessary for Karo to exchange information in relation to you to enable Karo to meet its obligations under this warranty. Karo is not involved in the selling, trading or other un-authorised use of personal information, and we will not pass on your personal details to any other person or organisation.

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Limitations of Liability: