Styleride Warranty

Styleride Pty Ltd
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Styleride warrants on the terms of this document that its products shall be free from material defects:

- 1. for 3 years from the date of sale to the original Customer, the seat construction, integrity and workmanship;
- 2. for the greater of twelve months, the warranty period provided by a supplier or the relevant warranty in the Australian Consumer Law for Third Party Products.

Our goods come with guarantees that cannot be excluded under 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 major failure.

What the Customer must do

In the event a product is found to be defective during the applicable warranty period:

- 1. you must contact Styleride immediately using one of the contact methods above; and
- 2. you must provide proof of purchase; or

If you cannot provide proof of purchase, but you have the product build number or body build number, Styleride may determine the applicable warranty period from the date of manufacture as determined by Styleride manufacturing information.

What Styleride must do

After warranty product inspection, Styleride will accept or decline the warranty claim. Warranty repairs or replacement on products will be carried out at Styleride's premises or a designated repairer will be appointed by Styleride.

Styleride is responsible for communicating with the Third Party and sending defective products to the Third Party.

If a claim on warranty meets all requirements and accepted, Styleride will choose either at no charge:

- 1. rework the defective product using new or refurbished replacements parts; or
- exchange the defective product with an identical or a like item which has been manufactured from new or serviceable used parts and is functionally close to the original product; or
- 3. send replacement parts.

Any replacement product or component will be subject to the warranty applicable from the original date of purchase. If the replacement product or component is supplied outside the warranty period a further warranty of 90 days from the date of providing the replacement will apply.

Ownership

When a product is exchanged, any new replacement product becomes the Consumer's property and the defective product becomes Styleride's property.

Exclusions

The warranty does not cover:

- general wear and tear
- non material or non-manufacturing related damage
- physical damage or abuse
- foreign substance exposure including liquid, cleaning products, dust, dirt, sun damage;
- product alterations or modifications by other than Styleride or Styleride's designated repairer
- product use that is not for its intend purpose
- acts of god, accidents or similar causes

All conditions and warranties expressed or implied by statute, common law, equity, trade, custom, usage or otherwise are herby expressly excluded to the maximum extent permitted by law.

Limitation of Liability

To the maximum extent permitted by law and subject to the Australian Consumer Law Styleride excludes liability, whether in contract or tort (including negligence) for damages more than the purchase price of the product or for any indirect, incidental, special, or consequential damages of any kind, or loss of revenue or profits, loss of business, or other financial loss arising out of or in connection with the ability or inability to use the products to the full extent.

Any warranties provided under this document pursuant to the Australian Consumer Law shall not apply to customers who are not Consumers.

DEFINITIONS AND INTERPRETATION

1. Definitions

In this warranty the following capitalised terms shall be given the corresponding meaning unless the context requires otherwise:

- 1.1. **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 1.2. **Consumer** means a person or in some cases a self employed individual or a business that purchased goods or services that cost less than \$40,000, or goods or services that cost more than \$40,000 but are ordinarily acquired for domestic, household or personal use or consumption.
- 1.3. Styleride means Styleride Pty Ltd ACN 65 073 422 054.
- 1.4. **Third Party** means suppliers used by Styleride.
- 1.5. **Third Party Product** means those parts of the seat supplied by Third Parties including fabric, seatbelts, foam and timber but excluding seat construction and frame.

2. Interpretation

In this warranty, unless the contrary intention appears references to "includes" or "including" are illustrative only and shall not, in any way, be construed to limit or reduce the effect of the warranty to the examples given.