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Zenith

Kokuyo Warranty

Fabre Executive Chair: 10 years structural & 3 years fabric/upholstery

Kokuyo Co., Ltd. ("Kokuyo") will apply this Warranty Policy only to products specified in Article 1 of this Warranty Policy, which are manufactured by Kokuyo and sold by Kokuyo or its official distributor (the "Distributor") to an end-user-customer (the "Customer") in Australia. For the purpose of this Warranty Policy, the Customer means a purchaser of the Applicable Product directly from Kokuyo or Kokuyo's official Distributor only. For the avoidance of doubt, purchasers of second-hand products, resold products, or products sold/assigned through an internet or physical auction, etc., shall not be covered by this Warranty Policy.

1. Applicable products:

Kokuyo Fabre Office/Meeting Chairs

2. Conformity to the specifications:

Kokuyo warrants that the Applicable Products conform to their specifications for the Warranty Period (as defined below) if used in a usual manner. "Used in a usual manner" means that the Applicable Product is used:

- (i) Single shift (eight (8) hours) per day for a maximum of 5 days per week and;
- (ii) In accordance with Kokuyo's user guide and manuals.

3. Conditions on warranty:

This Warranty Policy applies on the condition that:

- (1) The Applicable Product is used or stored in a well-ventilated building which is protected from extreme heat and humidity (inside of the building shall be no hotter than 28 degrees Celsius and less humid than 50 %);
- (2) The Applicable Product shall be assembled and installed by an engineer appointed by Kokuyo or an authorised technician retained by the Distributor;
- (3) Kokuyo receives a written warranty claim regarding the Applicable Product within the Warranty Period outlined in Article 5 hereof; and
- (4) Kokuyo confirms that the product for which the Customer makes a warranty claim is the Applicable Product and is defective.

4. Warranty:

(1) If Kokuyo finds that the Warranty Policy shall apply, Kokuyo will, at its sole option, refund the price of, replace, or repair the Applicable product. In no event will Kokuyo grant the Customer any other warranty with respect to the Applicable Products in any way, express or implied, including, without limitation, merchantability of the products or fitness for a particular purpose.

(2) In the event of replacement or refund, ownership of the defective products or parts which are subject to the warranty hereunder shall be transferred to Kokuyo and such products or parts may be destroyed by Kokuyo at its sole discretion.

(3) If the Applicable Product, which shall be subject to the warranty hereunder, is not on sale due to discontinuance of manufacture or sale, etc., such Applicable Product will be replaced with a substitute product designated by Kokuyo

5. Warranty period:

(1) Regarding the Applicable Products, which are seating products, the warranty under this Warrant Policy shall be in effect as of the date of the relevant bill of landing which Kokuyo issues to the Distributor and continues for:

(i) Ten (10) years with regard to seating products (including structural framework, seating mechanisms, fixed and adjustable arms (including arm pads), functioning parts and operating levers, seat foam, pneumatic gas lifts, castors and glides); and

(ii) Three (3) years with regard to mesh and fabric (real leather, PVC leather and suede)

(2) No warranty is granted to non-standard fabric or materials supplied or designated by the Customer.

(3) Notwithstanding the foregoing, the warranty period shall end when the Customer ceases solely to own, manage and use the Applicable Product.

(4) With regard to the Applicable Products other than seating products, the warranty period shall be separately specified respectively.

6. Remaining warranty period:

If the Applicable Product is repaired or replaced, this Warranty Policy will apply to the repaired or replaced product for the same period as the remaining Warranty Period for the original product.

7. Expenses:

If Kokuyo finds that this Warranty Policy applies to a product or a part of a product for which the Customer makes a warranty claim, the Distributor who sold the product, or the part to the Customer will repair or replace it at the Distributor's expense; provided, however, that the Customer shall bear transportation expenses to return the product or part to the Distributor's service facility, or Kokuyo.

8. Non-assignment:

Warranty granted under this Warranty Policy is non-assignable and applies to the Customer only.

9. Disclaimer:

With regard to the Applicable Products, Kokuyo shall not, to the extent permissible under the applicable laws, be liable for:

(i) lost profits or indirect, incidental or consequential damages or costs incurred by the Customers or any other third parties due to delay in delivery of the Applicable Products, damage, loss, non-conformity or shortage of quantity, or

(ii) injury, death or damages to property due to use of the Applicable Products.

10. Exclusions:

Kokuyo will not grant a warranty if/for;

- (1) Repair or replacement of the Applicable Product or its parts is conducted by a third party other than those approved by Kokuyo;
- (2) If the Customer is unable to validate purchasing records for the Applicable Product (i.e. date of purchase, names of the Customer and the Distributor);
- (3) The Applicable Product is damaged or breaks when it is used in a non-compliant fashion contrary to Kokuyo's user guide and manuals;
- (4) Fair wear, stain or degradation due to daily use;
- (5) Changes in surface finishes due to fingerprints, scuff marks from shoes, etc.;
- (6) Wear, damage, injury or stain of the Applicable Products which arises during transportation and/or storage by the Distributor;
- (7) The Applicable Product is modified or altered in any way;
- (8) Failure or damage which arises during transportation after delivery to the Customer;
- (9) Failure or damage to the Applicable Product which is second-handed, assigned or resold from the Customer to a third party;
- (10) Failure or disorder due to fire, earthquake, flood, lightning, salt damage, explosion, gas leakage, insect damage or other natural disasters or any other cause that is not attributable to Kokuyo;
- (11) Natural change of colour to timber, laminate, fabric, leather or other finish due to age and exposure to direct sunlight
- (12) Pudding or wrinkle of fabric, leather or artificial leather;
- (13) Pills or wear of fabric;
- (14) Difference from samples in colour, texture or surface;
- (15) Change of colour of fabric, leather, or artificial leather due to stain, dirt or colour migration of denim, or other fabrics worn by the user;
- (17) Failure or disorder of the Applicable Product caused by chemical reaction with floor materials, carpet, wall finishes, etc., or mould, mites, dewing or other atmospheric circumstances inside the room/office where the Applicable Product is being used;
- (18) Emissions from chemical substances in the proximity of the Applicable Product;
- (19) Noise from mobile parts (backrest of a reclining chair, etc.);
- (20) The Product is used outside of Australia; or
- (21) Other events in which Kokuyo finds it inappropriate to grant warranty under the Warranty Policy.