

Elevar Product Warranties

Elevar products carry warranties against manufacturing defects and mechanical fault. Product warranties are current from the date of delivery of the product to each furniture supplier. Product warranties exclude the following:

- Parts that are subject to normal wear and tear in use, including castors and coated surfaces;
- Damage or deterioration due to normal wear and tear. Replacement parts that are subject to wear, for a period of five years will be made available (labour costs will apply);
- Damage due to improper installation of the product(s); or
- Damage due to improper handling or inappropriate use of the product(s), or neglect or malicious or deliberate act.

Each warranty only applies to Elevar products used by the original end user in Australia in accordance with instructions published by Elevar.

Warranty Statement

Products sold by Elevar Pty Ltd ABN 92 632 664 012, 12 Armada Place, Banyo, QLD 4014 Australia trading as Elevar, here after referred to as Elevar in this document 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, Elevar offers a further warranty on the terms set out below (Warranty). The benefits given to consumers by this Warranty are in addition to other rights and remedies that may be available under a law in relation to the products to which this Warranty relates. This Warranty does not exclude, restrict or modify any such statutory rights or remedies. Elevar warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship for the warranty periods specified below. Our warranty covers everything – including electrical components, castors, pneumatic cylinders, tilts, and all moving mechanisms.

During the applicable warranty period, Elevar, 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 Warranty which fails under normal use as a result of a defect in material or workmanship; Elevar will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This Warranty extends only to the original purchasers who acquire new product from Elevar, 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 second hand, Elevar will no longer be liable for claims against product warranties.

Any product, part, or component must have been used according to Elevars' published instructions and installed and maintained by an Elevar factory-trained technician or an authorised Elevar dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty.

Elevar does not warrant the performance of the product when used in combination with other than original Elevar product.

The warranty period starts from the date of purchase.

Elevar Products Warranty Period

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| Elevar Primo and EON Manual Adjustable Frames: | 10 Years |
| Elevar Primo, EON, and Vision Electric Adjustable Frames: | 10 Years |
| CPU Holders / Monitor Arms / Marco / Boss branded products: | 7 Years |
| Elevar MaxiShift: | 5 Years |
| Elevar Toro Floormat: | 1 Year |

No warranty – Elevar will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, Ergotron, ICW, Humanscale, GoBright, and Atdec brands.

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 Elevars' products and services. Elevar 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, Elevar does not warrant:

- Changes in surface finishes due to aging or exposure to light;
- Failure resulting from normal wear and tear;
- The matching of colours, grains, or textures of natural materials;
- 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.

Elevar 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 regarding these materials.

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

Elevar products meet the requirements of national and specific local codes as stated in the price books 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 ELEVAR 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 WRITTEN WARRANTY.

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

Except as stated above, Elevar 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 Elevars' 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:

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

Then please contact Elevar on +617 3268 3628 or via email at sales@elevar.com.au with the details of warranty claim. Elevar will usually respond within 5 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 parts are 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 Elevar and picking it up once the warranty process is complete. If the warranty claim is approved by Elevar, the costs of providing the remedies as set out in this Warranty will be covered by Elevar.

Effective July 1, 2020

For more information about our products and services please call +617 3268 3628