

Imagine Kitchens – Warranty Information

10 Year Warranty

This warranty covers the original Purchaser of the Imagine Kitchens products (including the cabinets, doors, panels, drawer fronts, and laminate benchtops purchased in the original package), from substandard materials and/or substandard workmanship in the Imagine Kitchens products. This warranty only applies if the Imagine Kitchen products are properly maintained and used for normal domestic use. The warranty applies for the period of ten (10) years from delivery of the Imagine Kitchens products (10 Year Warranty).

The 10 Year Warranty does not cover defects caused by any of the following:

1. Wear and tear suffered through normal use (including scratches and cuts) or damage caused by impacts or accidents;
2. Incorrect or negligent installation, construction, storage or assembly;
3. Installation contrary to instructions provided;
4. Deliberate mistreatment, negligent use or misuse;
5. Insufficient or improper care (including using incorrect or inappropriate cleaning products or methods). Care instructions are available online at www.mitre10.com.au/imaginekitchens ;
6. Failure to observe directions for care;
7. Fading, discolouration or damage caused by exposure to intensive or excessive light, moisture or heat (including excessive steam on doors, panels, drawer fronts and cabinets);
8. Alterations, modifications or use of the Imagine Kitchens products which are beyond or in a way which is inconsistent with the supplied product instructions and which have not been authorised by Mitre 10 Australia Ltd ACN 009 713 704 (Mitre 10);
9. Alteration of the Imagine Kitchen products caused by repairs which have not been authorised by Mitre 10 (collectively referred to as Mistreatment); and
10. Water damage.

The 10 Year Warranty does not cover:

- Handles and knobs;
- Accessories;
- Acrylic Benchtops; and
- Sinks & Taps.

This 10 Year Warranty is null and void if any other entity repairs or alters the Imagine Kitchens products without the prior consent of Mitre 10. This 10 Year Warranty is null and void if Imagine Kitchens products have been used for public use, outdoors or in a corrosive environment.

Häfele Hardware Limited Lifetime Warranty

Häfele Australia Pty Ltd ACN 006 021 432 (Häfele Australia), warrants all its products subject to the Conditions of Sale, accessible on the Häfele website at www.hafele.com.au.

Häfele Australia provides a lifetime warranty on Imagine Kitchens hardware components being hinges, drawer runners, pull-out pantries and Häfele branded accessories. Products for which repair is claimed in accordance with this guarantee are to be sent directly to Häfele with proof of purchase.

Häfele will rectify, without charge to you, damage or faults on products proven to their satisfaction to be caused by an error in manufacture. No claim can be made for slight discrepancies from specifications which are immaterial to the value and usability of the products, damage due to the chemical and electrochemical effects of water or generally inappropriate use or environmental conditions.

The Häfele warranty operates under the following conditions:

1. Any parts replaced become the property of Häfele Australia;
2. The warranty expires if unauthorised persons repair or interfere with the products, or if the products are fitted with supplementary parts or accessories that are not suited;
3. Repairs under warranty do not extend the warranty period and do not initiate a new warranty period and the warranty period for any replacement parts fitted, ends together with the warranty for the entire product;
4. The warranty is not transferrable;

Häfele Australia Pty. Ltd.

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General Terms for the '10 Year Warranty' & 'Häfele Hardware Limited Lifetime Warranty'

Mitre 10 acknowledges that under applicable State, Territory and Commonwealth law, including but not limited to the *Trade Practices Act 1974* (Cth), certain conditions and warranties may be implied and rights conferred upon the Purchaser in relation to the Imagine Kitchens products which cannot be altered by the 10 Year Warranty and Häfele Hardware Limited Lifetime Warranty (Warranties) or any agreement (Statutory Rights). Any rights conferred upon the Purchaser by the Warranties are in addition to and do not detract from these Statutory Rights.

Mitre 10 excludes all express or implied conditions and warranties in relation to the Imagine Kitchens products other than the express terms of the Warranties and any Statutory Rights. Mitre 10's responsibility to the Purchaser is, to the extent permitted by law, limited to the terms of the Warranties.

Under the Warranties, Mitre 10 will provide, at Mitre 10's option:

- A replacement Imagine Kitchens product of a defective Imagine Kitchens product which is unfit for purpose in its materials or workmanship; or
- Where possible, a replacement component for a component of the Imagine Kitchens product which is defective in its materials or workmanship that renders the Imagine Kitchens product unfit for purpose.

Mitre 10 reserves the right for the Imagine Kitchens product to be inspected by an authorised representative prior to any claim being processed. If a product is no longer available and cannot be repaired, Mitre 10 will, in its absolute discretion, replace the product with a substitute item.

The Warranties will not apply unless the Purchaser has advised Mitre 10 in writing no later than twenty one (21) days after an alleged warranty defect becomes apparent to the Purchaser.

Mitre 10 will not be responsible for any freight, installation and/or setup costs incurred during any replacement or repair of the Imagine Kitchens product. Replaced products will become the property of Mitre 10.

Mitre 10 will not, under any circumstances, be responsible for consequential damages (such as loss of use) inconvenience, loss or damage to personal property, whether direct, indirect or economic and whether arising in contract or tort. In no event shall Mitre 10's responsibility exceed the purchase price of the Imagine Kitchens product or its replacement. The Warranties are valid from the date of purchase and proof of purchase must be provided when making a claim. The Warranties are not transferable, including to subsequent property owners.

No other express warranty or representation has been made or will be made on behalf of Mitre 10 with respect to Imagine Kitchens products and its parts, or the operation, repair or replacement of the Imagine Kitchens products and its parts. No representative of Mitre 10 or its distributors or retailers are authorised to make any changes or modifications to these Warranties.