



SUPPLIER'S WARRANTY

Your Warranty Information

Thank you for purchasing your Ordered Product from Cabins Direct and Cabins Direct North Queensland (**Supplier**). This warranty applies to the Ordered Product and is subject to the Purchase Terms and Conditions issued by the Supplier (**Purchase Terms**), a copy of which is available on request and at the URL: <https://www.cabinsdirect.com.au/legal/purchase-terms-and-conditions>. Capitalised terms used in this document have the same meanings given in the Purchase Terms.

Australian Consumer Law Mandatory Statement

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 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.

This warranty is provided by the Supplier in addition to your rights under the Australian Consumer Law (**ACL**) and does not limit those rights.

What This Warranty Covers

This warranty covers physical defects in materials or workmanship that are present in the Ordered Product under normal use during the Warranty Period (a **Warranty Defect**), except for any Material Defects accepted by the Customer in the signed Defects Schedule and any Minor Defects.

At the Supplier's discretion, and subject to the Customer's rights under the ACL, the Supplier may:

- repair the Warranty Defect;
- replace the defective component or Ordered Product; or
- provide a refund where required by law.

Warranty Period

The Warranty Period of any Ordered Product is 12 months from the date of Delivery and is subject to any rights you may have under the ACL.

Minor Defects (Not Covered)

The Customer acknowledges that the Supplier's Products are often manufactured using recycled or used materials, including shipping containers. Accordingly, the Customer accepts all Minor Defects, including minor paint scuffs, material imperfections, variations in material texture, minor water leaks and dents that do not affect the Ordered Product's structural integrity or fitness for its primary purpose. Minor Defects are not covered by this warranty.

Nature of the Ordered Product

The Ordered Product is supplied as a prefabricated portable chattel and is not sold as a Class 1a Dwelling for permanent human habitation. The Supplier makes no representation regarding compliance with local planning schemes or building standards. This warranty excludes any issues arising from prohibited use as a permanent residence or any damage caused by the relocation of the Ordered Product after initial Delivery.

Site Responsibility and Installation

As provided in the Purchase Terms, the Customer is solely responsible for:

- ensuring the Delivery Location is accessible, level and stable and has appropriate footings or foundations;
- obtaining all required local council permits, planning approvals and fire safety certifications (including smoke alarms); and
- engaging appropriately licensed tradespersons (electricians, plumbers and gas fitters) for all utility connections and set-up work.

Failure to use appropriately licensed tradespersons or to follow installation guidelines will void this warranty and may make the Customer liable to the Supplier for any resulting Loss or Claim.

What This Warranty Does Not Cover

This warranty does not cover, in relation to the Ordered Product, defects, damage or loss caused by:

- normal wear and tear;
- cosmetic imperfections (Minor Defects);
- damage to the Ordered Product after Delivery;
- damage (including water damage) caused by improper installation, unstable foundations, poor site preparation;
- failure to obtain council approvals or other regulatory compliance issues (if required);
- relocation or movement of the Ordered Product after Delivery;
- unauthorised repairs, modifications or misuse;
- weather events, floods, storms, fire or other natural disasters;
- damage arising from holes, cuts or modifications made to the Ordered Product after Delivery;
- damage caused by third-party contractors engaged by the Customer; and
- damage caused during transport (including unloading) by the third-party transport company regardless of whether the transport was arranged by the Customer or the Supplier.

Expenses Associated with Warranty Claims

Unless required under the ACL, the Customer is responsible for transportation, removal, reinstallation, travel and third-party contractor costs associated with a warranty claim.

How to Make a Warranty Claim

The Customer may submit a warranty claim online via the Supplier's warranty claim form by following the steps on the webpage located at <https://www.cabinsdirect.com.au/warranty-and-repair>

If the Customer arranges repairs without the Supplier's prior written approval, to the maximum extent permitted by law, the Supplier may refuse the warranty claim and decline any applicable refund or return.

Contact Details

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Cabins Direct North Queensland