

accent group nz – warranty

a. warranty inclusions

- 1. overview** Accent Group NZ Ltd ('Accent') will repair or replace any product, part or component it has provided that fails under normal use (free of charge for materials and components).
- At its option, Accent may use a comparable product. If repair or replacement is not commercially practicable, Accent will provide a refund or credit for the affected product.
- The warranty applies to Accent-branded products and Metalicon-branded products when used in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
- 2. scope** Except as set out in the 'Warranty Exclusions' section, Accent warrants that Accent-branded products and Metalicon-branded products from Accent are free from defects in materials and workmanship for the term of the warranty.
- The warranty applies for the following periods to the following products from Accent that are distributed via an Accent Authorised Distributor or Reseller in New Zealand.
- Accent-branded products – 10-year warranty period
 - Metalicon-branded products – 5-year warranty period
- The warranty is valid to the original purchaser for claims made in writing within the warranty period and is non-transferable. It is valid from the date of delivery, regardless of shift usage.
- 3. details on remedies provided by the warranty** Pursuant to this warranty, if a product from Accent fails under ordinary use as a result of a defect in materials or workmanship, at Accents discretion it will either:
- a. Repair or replace the affected product at no charge. At Accent's option, Accent will provide a new or refurbished product of comparable function, performance and quality; or
 - b. Refund or credit of the purchase price for the affected product if Accent determines that repair or replacement is not commercially practicable or cannot be made within a reasonable time.
- 4. warranty on replacement parts** The warranty applies to replacement parts for the balance of the original warranty.
- 5. return of products** If required by Accent in writing, the purchaser must return to an address nominated by Accent, at the purchaser's expense and risk, any alleged faulty product and that product, if faulty, will become Accent's property.

b. warranty exclusions

1. when the warranty does not apply

The warranty does not apply to product damage or defects, or product failure or loss that result from:

- Failure to apply, install, reconfigure, or maintain products according to published Accent or manufacturer instructions and guidelines
- Abuse, misuse, or accident (including, without limitation, use of product environments or conditions that are not suitable)
- Modification of or alteration to the product
- The substitution of any components not authorised in writing by Accent for use in the place of components that are an integrated part of the product solution (including but not limited to work surfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components)
- Unauthorised repair or attempted repair of the product

2. what the warranty does not cover

The warranty does not cover:

- Normal wear and tear
- Products considered by Accent to be consumables (e.g. batteries or bulbs)
- Variations occurring in surface materials of the product (e.g. colorfastness (except paint or powder-coat finishes), matching grains, textures and colours across dissimilar substrates and lots)
- Any material supplied by the customer for use in the product (e.g. client's supplied leather or fabric ordered by the client and supplied by the client to Accent to match other installations) – including, but not limited to, quality, colorfastness, shade variations, puddling, wrinkling or abrasions
- Other manufacturers' products distributed by Accent (Accent shall pass along any warranty it receives with respect to other manufacturers' branded products that Accent distributes, including Metalicon-branded products from Accent)

3. limitation of liability

Accent will not in any circumstance be liable to the purchaser in contract or tort for any direct, indirect or consequential loss, damage or liability of any kind suffered or incurred by the purchaser or any other person or entity (including loss of profits) arising out of the purchaser's purchase of any product from Accent. Nothing in this clause affects any rights a purchaser may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

c. warranty definitions

- 1. product defect** A product ‘defect’ means an inadequacy in the materials or workmanship of the product that meets all of the following criteria:
1. The inadequacy existed at the time when you received the product from Accent or an Accent Authorised Distributor or Reseller; and
 2. The inadequacy causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
- 2. ordinary use** An ‘ordinary use’ means use of the product in a way that meets all of the following criteria:
1. In conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes); and
 2. In accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
- 3. accent authorised distributor or reseller** An ‘Accent Authorised Distributor or Reseller’ means any dealer that meets all of the following criteria:
1. Duly authorised by Accent to sell the product;
 2. Legally permitted to conduct business in the jurisdiction where the product is sold; and
 3. Sells the product new and in its original packaging.
- 4. accent-branded products** Accent branded products are those that are designed and made by Accent. These products include the name ‘Accent’, and include, for example:
- Accent Summit Workstation System
 - Accent Oslo Collection (including Accent Oslo leaners and coffee tables)
 - Accent Classic Tables
 - Accent Duo Electric Desks
- 5. metalicon-branded products from accent** Metalicon-branded products from Accent are those that are designed by Metalicon, sometimes with inputs from Accent so they better meet the needs of the New Zealand market. These products include the name ‘Metalicon’ and are imported and distributed by Accent, for example:
- Metalicon monitor arms (Kardo and Libero)
 - Metalicon mobile pedestals (Cube, Cube Slim and Spectrum)